

# General terms and conditions of the SIER game license agreement

## I. GENERAL

1. These general terms and conditions belonging to the agreement between Tilburg University and the Licensee apply to the Licensee, Moderator, Player and any other users of the license to the SIER game.

### 2. Definition of terms

2.a "Licensee" means the institution to which the Moderator is associated during the period to which the license relates, and which is responsible for the correct use of the license.

2.b "Moderator" means the natural person who is associated with the Licensee and to whom the login details for the SIER game have been provided and who supervises the correct use of the license.

2.c "Player" means the person who has the login details of a player and who uses the SIER game as such.

2.d "School year" means the period from August 1 to July 31.

2.e "Tilburg University" means the Stichting Katholieke Universiteit Brabant, whose registered office is located in Tilburg, the Netherlands, at Warandelaan 2 (5037 AB), registered in the trade register under the Chamber of Commerce number 41095855.

3. The SIER game is licensed and cannot be sold. The SIER game is protected by copyright, trade secret and other laws that protect intellectual property.

## II. LICENSES AND RESTRICTIONS

4. An issued license only gives the right to play the SIER game online at the institution for which the license was issued. The license is not transferable, and it is not allowed to make the login details available to third parties that are not affiliated with the institution to which the license was issued.

5. The SIER game may only be played after full payment of the license costs. If the SIER game is played without full payment of the license costs and/or in violation of the agreement and these terms and conditions, the license will be revoked with immediate effect, without refund of payments already made. This does not affect Tilburg University's ability to claim compensation. The Licensee is liable for any damage suffered.

6. The Licensee, Moderator and Player are not permitted to perform or attempt to perform actions that may (negatively) affect the game, including in any case the operation of the game, or that may affect access to the game or hinder playing the game by others. This is at the discretion of Tilburg University. Any other unauthorized use is also not allowed.

If such activities are found, the license will be revoked with immediate effect. There will be no right to compensation for any unused game rights or other damage. The costs incurred as a result of damage and/or changes made by Licensee, Moderator or Player or damage and/or changes caused by third parties as a result of negligence on the part of Licensee, Moderator or Player will be recovered from the Licensee or Moderator.

7. A Small-School License, Medium-School License and Large-School License are valid until the end of the current School Year. The license is not automatically renewed. Subject to availability of the SIER Game, the license can be renewed each new School Year under the conditions applicable at that time.

8. A Limited License is only valid for the agreed number of teams and games and expires once these rights have been used up. It is possible at any time to request a new license under the terms and conditions applicable at that time. As long as the usage rights have not been used up, the license remains valid until the end of the current School Year. After the end of the school year, all unused playing rights will expire.

9. The authors and Tilburg University have the right to improve, upgrade or otherwise change the SIER game during the license period without prior notice. No changes will be made to the game that fundamentally affect licensees' pre-existing game data.

10. Efforts are made to maximize availability and quality of the SIER game, but no guarantee is given that the game can be played without interruptions or is free of bugs or other errors. In the event of interruptions, bugs or other errors, no right to a refund of (part of) the license fee or (damage) compensation arises. Under no circumstances will Tilburg University be responsible for any consequential damage to the Licensee, Moderator, Player or third parties.

11. Tilburg University is not liable for any damage caused by the SIER game.

12. Insofar as Tilburg University should in any case be liable to Licensee, Moderator or Player for any damage that has arisen, this liability is limited to direct damage to a maximum of the amount paid for the license for that particular year.

The Licensee indemnifies Tilburg University against any compensation for damage, claim or claim or otherwise from Moderator, Player or third parties.

13. There is no guarantee that the game will be available after the licensed School Year.

14. The authors and Tilburg University have the right to change these terms and conditions without prior notice or notification.

15. In the event of complaints, the Licensee must make these complaints known via the following email address: [siergame@tilburguniversity.edu](mailto:siergame@tilburguniversity.edu).

16. This agreement is exclusively governed by Dutch law.

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