

Hosting terms NIPO Software

1. Customer appoints NIPO Software and NIPO Software accepts such appointment to provide the service of hosting on-line surveys, using the NIPO Fieldwork System for Web Interviewing, upon these terms and conditions, which may only be changed by written agreement of the parties.
2. During the agreement, hosting will be on the basis of individual or continuous assignment, in this agreement further referred to as Project.
3. For every Project, NIPO Software will provide Customer with the following, in this agreement further referred to as Deliverables:
 - 3.1. The closed answers file as a U-file or SPSS-file, as required by Customer;
 - 3.2. The open answers file as an O-file or SPSS-file, as required by Customer;
 - 3.3. On-line response overviews during fieldwork, via web page with secure client login;
 - 3.4. Response overview after fieldwork as Excel-file or ASCII, as required by Customer;
 - 3.5. On-line real-time reporting for tabulations and statistical tests, if required by Customer;
 - 3.6. Tabulation in Word-file or PDF-file, if required by Customer.
4. For every Project, Customer shall provide NIPO Software with the following:
 - 4.1. The questionnaire in Word format or scripted in NIPO ODIN Script Language;
 - 4.2. Start and end date of Project and number of required completed interviews;
 - 4.3. List of respondent e-mail addresses and background data, if NIPO Software sends out invitations;
 - 4.4. Texts for the e-mail invitation and e-mail reminder, if NIPO Software sends out invitations/reminders;
 - 4.5. Graphical elements used to design the questionnaire in look & feel of Customer;
 - 4.6. Any other information necessary for hosting of Project.
5. NIPO Software warrants that it shall use reasonable skill and care in providing the hosting of on-line surveys and that
 - 5.1. NIPO Software and Customer will both test the Project before sending this to the respondents;
 - 5.2. The end responsibility of the quality of the Project however lies with Customer.
6. The Project details, including hosting fee, for any Project will be agreed on in advance, in writing by e-mail, fax or letter.
7. In the event that NIPO Software is supposed to perform additional work or to perform less work than was provided for in the Project details to the assignment, then
 - 7.1. NIPO Software shall consult with Customer correspondingly;
 - 7.2. The additional tasks to be performed by NIPO Software shall be for the account of Customer, unless the need to perform these additional tasks is caused by negligence on the part of NIPO Software or if NIPO Software has provided a wrong estimate or in fairness could have anticipated the additional tasks concerned. Parties shall jointly establish the compensation for the said additional tasks.
 - 7.3. If any information is not, incorrectly, or not timely provided in accordance with the specified procedure on the part of Customer or any third parties, or if Customer delays the performance of the assignment in any other way, the costs hereof incurred by NIPO Software shall be billed separately.
8. Unless otherwise agreed by e-mail, fax or letter which is executed by both parties, the NIPO Software's liability for any claims, demands, damages, costs (including legal costs) and expenses resulting from any tortuous act or omission, and/or breach of the terms and conditions set out in this agreement is strictly limited to the amount of any fees receivable by NIPO Software in respect of the specific Project which is the subject of the potential claim. Neither party shall be liable for the other's loss of profits, loss of turnover, loss of data, loss of business opportunities, or consequential loss.
9. The General Conditions as specified by the Dutch Federation of IT Suppliers FENIT are applicable to the hosting terms.