



SIDN LogoMotive Software Community License Agreement

SIDN is the non-for profit manager of the .nl domain. Its research department SIDN Labs has developed a software tool that crawls a list of domain names, takes screenshots of their homepage and detects logos on those screenshots, further LogoMotive. SIDN currently uses this software to conduct research into new mechanisms to fight cybercrime in the .nl domain and for its BrandGuard service. As SIDN realizes that the software may be of interest to other registries and scientific researchers and believes in the benefits of common developing and enhancing software, SIDN has decided to provide such parties an opportunity to use and further develop and enhance the software under this Community License Agreement.

Becoming a SIDN LogoMotive Community Member

1. Anyone who is interested in using and/or further developing the LogoMotive software may request becoming a LogoMotive Community Member by following the instructions at logomotive.sidnlabs.nl.
2. It is SIDN's intention to provide access and a license to the software to domain registries and scientific researchers. It remains however the prerogative of SIDN to decide at its own discretion which party or parties will be given access and a license to the software including the choice to provide this to other parties than the ones mentioned.
3. Upon the signing of this License Agreement and a counter signing by SIDN, the signatory party becomes a member of the LogoMotive Software Community (further Community Member).

Access to the software and documentation

4. SIDN will provide Community Members access to a private community portal where SIDN and other Community Members make available the LogoMotive software and related documentation, any modifications or additions to the software and documentation or derivative works thereof.

License and rights

5. SIDN and all Community Members provide each other by publishing software and/or documentation on the private community portal a perpetual, worldwide, non-exclusive, non-transferable, free of charge, royalty free, irrevocable copyright license to download, reproduce, modify, prepare derivative works and use all software and documentation available in the private community portal in source or object form.

Limitations

6. The foregoing license is exclusively limited to SIDN and the other Community Members and explicitly excludes:
 - a. any rights to transfer, (sub)license or distribute any of the licensed software or documentation.
 - b. the right to use the licensed software and/or documentation for services that are in direct competition in the Netherlands with SIDN's BrandGuard service or similar services that SIDN offers without the explicit consent thereto in writing from SIDN.

Sharing of modifications, additions, and derivative works

7. Community members (including SIDN) are encouraged but not obliged to publish any modifications or additions to the software and documentation or derivative

Version

2021-03-21 (v1)

Contact

T +31 (0)26 352 5500
support@sidn.nl
www.sidn.nl

Offices

Meander 501
6825 MD Arnhem
The Netherlands

Mailing address

PO Box 5022
6802 EA Arnhem
The Netherlands



works thereof on the private community portal. By doing so they make available the software and documentation under the same license as described under article 5 and the other terms of this License Agreement.

8. SIDN nor any Community member is obliged to maintain, patch, update or upgrade any software or documentation under the License.

Possible future step to open source software

9. SIDN may at certain moment in time decide to publish all or parts of the licensed software and/or documents publicly under an open source license. SIDN will notify all other LogoMotive Community members of this intent with a minimum notice period of 3 months. SIDN will in that event provide each member the opportunity to remove before that moment any work originally uploaded by that member from the private community portal. Any work removed before the announced moment will not be made available by SIDN under the open source license. Removing software and/or documentation under this article will however not end the License provided under this License Agreement.

Termination of membership

10. SIDN may in accordance with the applicable Dutch law unilaterally terminate the membership of any member in the case of non-compliance with the terms of this License Agreement.
11. A member may at any moment unilaterally terminate its membership by notifying SIDN in writing (including by email).
12. If a membership of a member is terminated for whatever reason the member loses all rights provided under this License Agreement and will therefore no longer be allowed any use of the licensed software and documentation except for any elements thereof that fall under the copyright of such member. All remaining members will however still be allowed to use such elements under the terms in this License Agreement and everything uploaded by the respective member to the private community portal will remain available to the remaining members.

Mentioning of SIDN as original developer in publications

13. Community Members will in publications regarding (their use of) LogoMotive include a notice mentioning SIDN Labs as the original developer of the LogoMotive software.

Amendments of the License terms

14. SIDN has the right to unilaterally amend the terms of this License Agreement. SIDN will consult the other Community Members before it decides to make any amendments and will try to obtain consensus under the Community Members regarding such amendments. SIDN will use a reasonable notice period to announce Community Members of any proposed amendments.

Disclaimer of warranty

15. All software and documentation under this License Agreement is provided on an 'as is' basis without any warranties of any kind, either express or implied including non-infringement or fitness for a particular purpose.

Limitation of Liability

16. In no event shall SIDN or any Community Member be liable for any damages caused to each other as a result of this License Agreement or the use of the licensed software or documentation except if the damage is caused by deliberate acts or acts of gross negligence.



Applicable law and court

- 17. This License Agreement, including the use of the licensed software and documentation and all terms and conditions in this document are exclusively governed by Dutch law.
- 18. If parties are unable to solve any conflicts pertaining this License the courts of the Netherlands and in first instance Arnhem will have exclusive jurisdiction to hear, settle and/or to determine any dispute, controversy or claim arising out or in connection with this License Agreement.

Signed for conformation:

Arnhem,20..... ,20.....
SIDN
Cristian Hesselman