

ProcessMind Academic Alliance Agreement

Effective starting: May 16, 2025

1. Free Access for Academic Use

1.1 Free SaaS Access:

The University and its authorized users receive a 100% discount on all ProcessMind SaaS product services for academic use.

1.2 Acceptable Use and Customer Agreement:

All users must comply with the [ProcessMind Customer Agreement](#) and the [Acceptable Use Policy](#). In the event of a conflict between this Agreement and the Customer Agreement, the Customer Agreement shall prevail except where this Agreement explicitly overrides specific terms.

1.3 Fair Use:

Free access is subject to fair use. Excessive or abusive usage, as determined by the Company in its sole discretion, may result in suspension or limitation of access.

1.4 No Commercial Use:

The ProcessMind SaaS product provided under this program may only be used for academic, educational, or research purposes. Commercial use is strictly prohibited.

1.5 Right to Discontinue:

The Company reserves the right to discontinue or terminate the Academic Alliance program at any time, for any reason.

1.6 Right to Monitor Results:

The Company reserves the right to monitor, evaluate, and review the usage and results of the ProcessMind SaaS product by the University for quality control and improvement purposes.

1.7 Use of University Name:

The Company is authorized to use the University's name and logo in its

marketing materials, public communications, and digital platforms to identify the University as a participant in the Academic Alliance.

2. Limitation of Liability

2.1 No Warranty:

The ProcessMind SaaS product is provided “as is” without warranties of any kind.

2.2 No Indemnification:

The Company does not provide any indemnification to the University or its affiliates for any claims, liabilities, damages, or costs arising from the use of the ProcessMind SaaS product. The University shall indemnify and hold harmless the Company and its affiliates from any and all claims, liabilities, damages, or costs arising from the University’s use of the ProcessMind products.

2.3 No Liability for Indirect Damages:

In no event shall the Company be liable for any indirect, incidental, consequential, or punitive damages resulting from or relating to the University’s use of the ProcessMind SaaS product. The Company’s total liability under this Policy shall not exceed the amount paid by the University for the services, which may be zero in the case of a 100% discount.

3. Data Protection and Privacy

3.1 Compliance:

The University and its users are solely responsible for complying with all applicable data protection and privacy laws. The Company assumes no responsibility for the University’s compliance with such regulations.

4. Publication Rights

4.1 Freedom to Publish:

The University is free to publish academic papers or research findings about any work created with the ProcessMind product during normal academic use, provided that any confidential or proprietary information of the Company is not disclosed.

5. Term and Termination

5.1 Duration:

This Policy remains in effect for the duration of the Academic Alliance program unless terminated by either party with thirty (30) days written notice.

5.2 Survival:

Sections relating to liability, data protection, and confidentiality shall survive the termination or expiration of this Policy.

6. General Provisions

6.1 Governing Law:

This Policy shall be governed and construed in accordance with the laws of The Netherlands.

6.2 Right to Update:

The Company reserves the right to update or modify this Agreement or Policy at any time. Updates will be communicated to the University and will become effective as specified in the notice.

6.3 Entire Agreement:

This Policy constitutes the entire agreement between the Company and the University with respect to the rights and obligations stated herein.

By participating in the Academic Alliance, both parties acknowledge and accept the terms of this Agreement.