

# End user software license agreement

## ReCreateX

Please, read the present license agreement carefully before using ReCreateX.

By starting to use the ReCreateX software licenses, the licensee agrees with the conditions of the present license agreement.

By subscribing to the present contract, you agree to becoming the "user" or the "licensee" of the licenses you have bought (and may possibly buy) and accept all the conditions of the present end user license agreement without reservations.

The present license agreement constitutes the entire contract entered into by the licensee and Gantner (hereinafter called Gantner) relating to its content. This is why, insofar as allowed by applicable law, the conditions of the present license contract will take priority over every communication or publicity, if this material is contrary to the present conditions or if its date is prior to the one of the present license agreement.

By accepting the conditions of the present agreement, no property right whatsoever will be granted relating to the programs and products that are the property of Gantner or of the suppliers of Gantner.

1/4

## 1 License granted

Gantner grants the user/licensee a **non-exclusive license** to use the workable version of the code of the ReCreateX software modules bought. The present agreement also applies to the software upgrades offered by Gantner that replace and/or complete the original product.

More specifically, this agreement entitles the user to:

- Use the software for the purposes for which this software has been developed.
- Use the software provided that the number of users defined in the software support contract is not exceeded.
- Appeal to the guarantee and support offered by Gantner in accordance with the software support contract.
- Receive updates and upgrades of the software of Gantner during the term of the license agreement.

It is strictly forbidden to:

- Modify the software delivered entirely and/or partially.
- Pass the registration number to third parties if you are a registered user.
- Pass and/or resell the licenses delivered.
- Integrate directly with the ReCreateX database, unless explicitly mentioned in a separate API licence agreement.
- Integrate with third parties without a 3-party API licence agreement.

# End user software license agreement

## ReCreateX

## 2 Property rights – copyright

The software, including the code, documentation, layout, structure and organisation, is an exclusive product of Gantner who keeps the property right (in particular and according to the case the copyright and rights on know-how) on the software, its copies, modifications or integrated components.

The client is not entitled to make any copy whatsoever of the software except for a necessary back-up intended for archiving purposes. No copy whatsoever, in any form whatsoever, will be passed to third parties.

The client is not entitled to make any copy whatsoever of product manuals or materials that are linked to the software, except for private use.

It is possible that the operating program is demonstrated to third parties for publicity purposes. The use of the program, however, is limited to the end client and its representatives.

2/4

## 3 Transferability of licenses

The licenses are registered on the name of the end client and can not at any time be transferred and/or resold.

## 4 License model

Every license is linked to a module.

The user accepts that:

- each department/legal entity/database disposes of its own number of licenses per module
- licenses of a certain module can not be exchanged for licenses of another module
- licenses are never refundable

Accumulation of licenses between different departments/entities/databases is excluded at all times.

The number of licenses bought per module and per department/legal entity/database determines how many persons can use the module within the department/legal entity/database in question.

The user accepts to use the licenses by way of the client server environment. The client server can be operational from the client's own infrastructure or in ASP in which case everything is operational from an own ASP environment or from the data centres of Gantner.

It is at all times forbidden to host ReCreateX with external suppliers.

## 5 Secrecy

The user acknowledges and accepts to treat the software bought in a confidential way and to grant access to non-users and/or give information concerning the software in question.

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## ReCreateX

### 6 Software support contract

The right of use of the ReCreateX software always includes a software support contract. This is a compulsory contract and contains an annual contribution. If the licensee refuses to continue his contract with Gantner, his right to use the software expires immediately.

The software support contract is not reduced in case of a decrease in the use of the licenses initially bought.

### 7 Limited warranty

Gantner can not guarantee that the software bought will function a 100 % faultlessly. Except if the law requires so, Gantner delivers the software licenses in their present condition and rejects all warranties, including though not exclusively, the absence of viruses, the accuracy of reactions, ... all this relating to the software and the delivery or failure of delivery of support and other services, information, software and related content by means of software.

Gantner neither guarantees the uninterrupted functioning and possession concerning the software licenses.

### 8 Limited liability

Except if the law requires so, Gantner is neither directly nor indirectly responsible for the impossibility to use the equipment of third parties or to be granted access to the data, for loss of or damages to the data, business losses, loss of profits, loss of income and expected economies, business interruptions etc. Except if the law requires so, Gantner is not responsible for indirect, special or incidental damages, consequential or moral damages caused by the use of this product or the impossibility to use this product.

Despite possible damages you might suffer, irrespective of their cause, the total liability of Gantner and of each of its suppliers resulting from the present agreement, shall be limited to the total amount paid by the user for the software.

### 9 Termination

In case of non-respect of the conditions mentioned above, Gantner reserves the right to terminate the present agreement immediately. In this case, you have to destroy all copies of the software and its linked components.

In case of non-respect of the conditions mentioned above, Gantner also reserves the right, with or without prior notice, to stop services concerning updates, upgrades and supplements that are supplied to you or put at your disposal through the use of the licenses.

Moreover, criminal, statutory or other sanctions can be imposed.

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## 10 Applicable law

The present contract and all possible disputes relating to the present contract are subject to Belgian law.

In case of disputes between Gantner and the user, the application of the Vienna Sales Convention is excluded.

All litigations arising between the parties will be tried by the courts of Ypres.

4/4

If you have questions about the present license agreement or if you wish to contact Gantner, you can find all required information on the website of Gantner on [www.gantner.be](http://www.gantner.be)