

# **Source Code Licence for the Software Product FlexGantt**

## **1. Scope**

<sup>1</sup> This source code licence (hereinafter also the “Licence”) is valid for the Software product FlexGantt produced by Dirk Lemmermann Software & Consulting (hereinafter the “Licensor”). FlexGantt (hereinafter the “Software”) is a framework for the creation of so-called Gantt Charts based on the programming language Java.

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## **7. Maintenance and support**

<sup>1</sup> No maintenance or support services shall be supplied by the Licensor in connection with the source code.

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<sup>2</sup> Providing nothing else has been expressly agreed, all fees, rates and prices are in Swiss francs exclusive of VAT and other taxes, levies, customs duties or fees of any type and excluding incidental costs such as insurance, expenses etc.

<sup>3</sup> Invoices from the Licensor are due for payment within 30 days of the date of the invoice. In case of non-compliance with payment periods or dates, the Licensee shall additionally owe default interest of 1% per month, without any reminder, with effect from the due date for payment. Set-off of any counter claims by the Licensee is permitted only with the prior approval of the Licensor, or if there has been a non-appealable judgment.

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<sup>1</sup> The provisions of the Development Licence concluded between the parties shall apply. Any liability on the part of the Licensor is ruled out if modifications to the source code and/or the Software carried out by the Licensee contributed to the loss or damage.

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<sup>2</sup> On termination of this Licence, in accordance with para. 1 above or for any other reason (see, for example, section 3, para. 1 above), the Licensee shall, at the request of the Licensor, immediately and irretrievably delete the source code and all complete or part copies thereof and shall confirm this to the Licensor in writing, or shall return them to the Licensor.

## **13. Partial invalidity**

<sup>1</sup> If individual provisions of this Licence agreement are or become fully or partly invalid or non-enforceable, this shall not affect the validity of the remaining provisions. The parties shall replace the ineffective provision with an effective one which as far as legally possible most closely approaches the economic purpose of the ineffective provision.

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<sup>1</sup> This Licence agreement and the complete legal relationship between the parties are subject to substantive Swiss law. The United Nations Convention on Contracts for the International Sale of Goods (CIKSG) and the Hague Convention Relating to a Uniform Law on the International Sale of Goods shall not apply.

<sup>2</sup> In the event of disputes arising from or in connection with these conditions or the legal relationship between the parties as a whole, the courts in the place where the Licensor's registered office is located, at present Zurich, shall have exclusive jurisdiction.