

Source Code Licence for the Software Product FlexGanttFX

1. Scope

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

² This Licence regulates the conditions applicable for use of the Software source code by a legitimate purchaser (hereinafter the “Licensee“) for the creation of Gantt Charts. Any use of the Software that differs from or exceeds the limits of this Licence is prohibited.

³ This Source Code Licence is valid only in conjunction with a Development Licence for the Software issued by the Licensor to the Licensee.

⁴ Any general terms or purchase conditions of the Licensee that may possibly exist are hereby refuted. They shall not become part of the agreement.

2. Licence and items to be supplied

¹ The subject matter of the Licence is the copy of the Software source code which was either supplied electronically to the Licensee by the Licensor or was produced by the Licensee by downloading it from the Licensor’s website and storing it on the Licensee’s computer.

² If nothing else has been expressly agreed, delivery of the source code shall occur in the version that is current at the moment of supply or downloading.

3. Rights of use

¹ Supplementing the rights of use granted to the Licensee under the Development Licence, the Licensor grants the Licensee by means of this Source Code Licence the non-exclusive and, subject to the proviso set out in section 12 below, enduring right to use the Software source code for the creation of Gantt Charts. This right to use the source code is in principle of indefinite duration, but shall lapse automatically if the Licensee does not possess a valid Development Licence for the Software.

² The Licensee may make the source code accessible only to those of its staff who require such access for the fulfilment of their tasks in connection with the contractually-compliant use of the Software by the Licensee.

³ The Licensee may modify the source code.

⁴ The Licensee is not permitted to pass on the source code or parts thereof to third parties or to make the same accessible to third parties, either wholly or partially, in any form whatsoever, in particular through networks. This also applies to the source code in the form modified by the Licensee.

4. Copyright and other rights in the Software

¹ The copyright and all other intellectual property rights and rights against unfair exploitation in the Software source code, in particular the exclusive right to permanent or temporary, full or part duplication by any means and in any form, the exclusive right to modify the Software source code and to create works derived therefrom and the exclusive right to distribution, including the right to provide access through networks such as the Internet, the right to hire out and the right to loan, are held exclusively by the Licensor and shall remain the property thereof.

² The Licensee has only the non-exclusive rights of use for the Software source code stated in this Source Code Licence. Copyright notices, trade marks, company and other business designations of the Licensor or third parties which appear in the programs or the documentation or in other accompanying material or in the *Source Code Licence FlexGanttFX, 8/23/14*

source code may not be altered, deleted or removed, even in copies of the programs or the documentation.

5. Rights in the modifications to the source code made by the Licensee

¹ If the modifications made by the Licensee to the source code are protected by copyright, in the sense of a derivative work, the rights in such derivative works shall be the property of the Licensee. This does not, however, in any way affect the exclusive rights of the Licensor in the source code in its original form, so that any exercise of the rights of the Licensee in the works created and derived by it is permitted only with the prior express approval of the Licensor.

6. Transfer of the Licence to third parties.

¹ The transfer of this Licence and the Licensee's rights of use pertaining thereto to third parties is not permitted.

7. Maintenance and support

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

8. Prices and payment conditions

¹ Except where there exists express agreement to the contrary, the Licence fees for the source code shall be determined in accordance with the Licensor's prices in force on the date of conclusion of this Source Code Licence. The Licensor reserves the right to alter the prices at any time. The Licence fees do not include any services such as, for example, installation, implementation, training or support. If the Licensor provides any services, it shall be entitled to invoice these in accordance with current rates on a time-and-materials basis subject to the existence of other agreements in any separate contracts for services.

² 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.

³ 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.

9. Infringement of intellectual property rights

¹ The provisions of the Development Licence concluded between the parties shall apply. Any warranty on the part of the Licensor covering possible infringement of third party rights through the source code and/or the Software is excluded if such third party claim is based on a possible modification of the source code and/or the Software by the Licensee, i.e. any warranty on the part of the Licensor covering third party rights is fully excluded if, without the modification to the source code and/or the Software by the Licensee, there would be no basis for the third party claim concerned.

10. Warranty

¹ The provisions of the Development Licence concluded between the parties shall apply. If the Licensee has carried out modifications to the source code and/or the Software, the Licensor's warranty for any defect in the source-code and/or the Software shall be subject to the condition that the Licensee must prove that the defect concerned was not influenced by one of the modifications carried out by the Licensee.

11. Liability

¹ 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.

12. Termination of the Licence

¹ In the event of any infringement of the provisions of this Licence by the Licensee, such as infringement by the Licensee of the Licensor's rights in the Software, in particular in the case of use of the Software above and beyond the rights of use stated in section 3, or in the event of default in payment on the part of the Licensee, the Licensor shall be entitled to terminate this Licence with immediate effect after the expiry without result of a 10-day grace period, set in writing, for restoration of the lawful circumstances. In this case, any outstanding claims for remuneration on the part of the Licensor shall become due immediately, and shall be settled by the Licensee within 10 days. Any payments already made by the Licensee shall be forfeited and shall remain the property the Licensor.

² 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

¹ 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.

14. Applicable law and place of jurisdiction

¹ 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.

² 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.