MAGIC-GANTT

END USER LICENSE AGREEMENT

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## Article 1

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MScube has developed and commercializes an original Gantt chart template in Excel under the name "Magic-Gantt". More specific names may be used by MScube to refer to the various commercial versions of its original Gantt chart (including, but not limited to, "Magic-Gantt PRO" and "Magic-Gantt XPERT").

Within the meaning of this End User License Agreement ("EULA"), "Gantt chart" means any commercial version of the Gantt chart template in Excel licensed to you by MScube under the name "Magic-Gantt" (including, but not limited to, the "PRO" and "XPERT" versions), as well as all accompanying images, files, data and materials received with the so-called template.

By downloading, installing and using the Gantt chart you agree to comply with this EULA.

## Article 2

You acknowledge and agree that you are in no way entitled to:

(i)     copy, distribute, transmit, reproduce, publish, make available, license, share, or transfer parts of the Gantt chart or the Gantt chart as a whole, in any way, even for free and/or under a modified form;

(ii)    modify or create derivative works from the Gantt chart;

(iii)   modify the structure and/or the formulas and/or the code of the Gantt chart;

(iv)    remove or alter any logo, trademark, copyright notice, disclaimer or other notices contained in the Gantt chart.

As an exception to the above (i), publicly sharing a screenshot, a printout or a PDF version of the Gantt chart is permitted.

## Article 3

The Gantt chart may be purchased in different volumes (i.e. single-user license or multi-user license).

The Gantt chart is licensed "per user", meaning that each licensed copy of the Gantt chart can only be assigned to one single user.

The licensee may not transfer licenses between users.


## Article 4

You expressly acknowledge and agree that the use of the Gantt chart is at your sole risk and that the Gantt chart is provided to you by MScube "as is" without warranty of any kind, whether express or implied, written or oral, including, but not limited to, any warranty of fitness for a particular purpose and satisfactory quality.


## Article 5

You expressly agree that MScube shall not be liable for any damage resulting from your use or inability to use the Gantt chart.

This includes, but is not limited to:

(i)        all claims based on warranty, contract, tort, strict liability, and any other legal theory; and

(ii)       all losses including, but not limited to, lost profits, lost savings, direct, indirect, special, incidental or consequential damages arising from your use or inability to use the Gantt chart.

Should, for whatever reason, this limited liability of (i) and (ii) not apply, MScube's liability shall be limited to only a refund of the purchase price, thus excluding any other form of compensation.


## Article 6

You expressly acknowledge and agree that you are solely responsible and liable for the use of the Gantt chart in general.

You expressly commit not to use the Gantt chart for any purpose that is unlawful or prohibited by this EULA.

## Article 7

You shall assume the entire cost of all necessary equipment (hardware, third party software such as Microsoft Excel®, Google Documents® or Google Drive®, internet access, and the like) for the download and use of the Gantt chart.

Third party software and computer programs required to use the Gantt chart are licensed to you by the third parties, not by MScube.

## Article 8

To the extent that any provisions of this EULA are held to be illegal, invalid or unenforceable, such provisions shall be severed and deleted - and if possible replaced by a clause with the same aim - without affecting the enforceability of the remaining provisions.

## Article 9

MScube may assign, transfer, or otherwise dispose of its rights and obligations under this EULA, in whole or in part, at any time without prior notice.

Any rights to use the Gantt chart are personal to the customer and cannot be transferred or assigned in any way.

## Article 10

This EULA is governed by and construed in accordance with the laws of Belgium, without giving effect to its conflict of law provisions.

The Courts of Brussels, Belgium, shall have exclusive jurisdiction over any and all disputes, controversies or differences arising out of or relating to this EULA which could not be settled amicably.