



Desktop Reporting License Agreement

1. WARNING:

Please read the following License Agreement carefully **BEFORE** you proceed with the downloading and/or installing of this Desktop Reporting software product.

This License Agreement governs your use of the Desktop Reporting software accompanying it. You agree that this agreement is like any written negotiated agreement signed by you.

At the end of the present License Agreement you will be asked to accept the terms and conditions of this License Agreement before you can proceed with downloading and installing your software. By indicating your acceptance below, OR by downloading, copying, installing or using the software, you agree to all terms and conditions of the present agreement. If you do not agree with these terms and conditions, you should decline the acceptance and will not be able to use the Desktop Reporting software product.

If you do not understand the present agreement or if you believe that it does not apply to you, we kindly ask you to contact Desktop Reporting by e-mail at info@desktop-reporting.com.

2. DEFINITIONS

Desktop Reporting: sprl Desktop Reporting, with registered offices at Louizalaan 350/8 B-1050 Brussels, Belgium, VAT n° 0833.001.059.

Desktop Reporting software: The Desktop Reporting software programs or any other software program developed or sold by Desktop Reporting under the present License Agreement.

End User: Person or company buying the Desktop Reporting software in order to use it for personal or professional use, without any objective of reselling or renting out the Desktop Reporting software to such clients or to any third party.

License: The right obtained under the present agreement to use the Desktop Reporting software under the conditions set out in the present License Agreement.

3. GRANT OF LICENSE

3.1. Subject to the terms and conditions of this License Agreement, Desktop Reporting hereby grants to End User, and End user accepts from Desktop Reporting, a limited, non-exclusive, non-transferable License to use the Desktop Reporting software acquired with this License and in the manner and for the purpose described in this License Agreement and on a maximum of two computers.

3.2. Usage of the Desktop Reporting software is restricted to the End User for use within his family circle or within his company by his employees. The End User does not have the right to resell or rent out the Desktop Reporting software, nor does he have the right to transfer his License to a third party, including contract parties, clients, suppliers, group companies, By accepting the terms and conditions of the present End Use License Agreement, the End User accepts full liability and responsibility for any damages to Desktop Reporting induced by any illicit resale, rent out or any other use of the Desktop Reporting software by the End User or any third parties.

4. DURATION - TERMINATION

- 4.1. The present License is given by Desktop Reporting for a limited duration of one year as of activation of the Desktop Reporting Software.
- 4.2. At the end of the yearly license term, the client's license code will be deactivated unless a license renewal has been requested and paid for before the end of the term.
- 4.3. In the event that the End User does not respect the terms and conditions of the present License Agreement, Desktop Reporting will be entitled to terminate the License unilaterally with immediate effect. In that event, the End User must immediately and at the latest upon first demand destroy the originals of the Desktop Reporting software and all copies in its possession as well as all documentation related to the Desktop Reporting software. In the event of such termination, Desktop Reporting will be entitled to full compensation by the End User of all possible damages.

5. INTELLECTUAL PROPERTY

- 5.1. The Desktop Reporting software is licensed, not sold to the End User. The End User does not obtain any property right on the Desktop Reporting software. Desktop Reporting and its suppliers remain the owner of the Desktop Reporting software and holder of all copyrights and other intellectual property rights on this software. Its code, structure and organization are the valuable trade secrets of Desktop Reporting and its suppliers and are protected by Belgian copyright laws and International treaties.

Any use of the Desktop Reporting software is subject to the following limitations:

- 5.2. The End User is allowed to make one backup copy of the Desktop Reporting software, provided that this backup copy is only used for backup purposes in case of failure of the main server or computer.
- 5.3. The End User is not allowed to make any copies of the Desktop Reporting software, other than the backup copy mentioned in art. 5.2. and the Licensed copy mentioned in article 3.
- 5.4. The End User is not allowed to modify, translate or adapt the Desktop Reporting software without the prior written agreement of Desktop Reporting.
- 5.5. The End User is not allowed to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the software in any other way than that described under art. 7 of the Belgian Software Act ("*Wet van 30 juni 1994 houdende omzetting in Belgisch recht van de Europese Richtlijn van 14 mei 1991 betreffende de rechtsbescherming van computerprogramma's*").
- 5.6. The End User is not allowed to adapt or remove any of the copyright and/or trademark related notices in the Desktop Reporting software. The End User will use copyright notices and trademarks in accordance with accepted copyright and trademark practice, including identification of copyright and/or trademark holders' names.

6. THIRD PARTY LICENSES AND REQUIRED GOOGLE ANALYTICS USER ACCOUNT

- 6.1. Certain components bundled with this Desktop Reporting software may be provided under third party licenses and may be subject to other terms and conditions as those of the present License Agreement.

End User shall be required to obtain for itself all licenses for third party software not included within the Software. Desktop Reporting does not assume any responsibility in case of infringement of such third party License Agreements by the End User.

- 6.2. Use of the Desktop Reporting Software requires an active Google Analytics account. The End User is sole responsible for the acquirement of such Google Analytics account, for the content of this account and for the accuracy of the data contained in it. The use of a Google Analytics account is subject to Google Inc.'s terms and conditions. Desktop Reporting advises End User to carefully read all applicable terms and conditions prior to buying the Desktop Reporting software and prior to opening a Google Analytics account.
- 6.3. Desktop Reporting is not affiliated to Google and is not responsible or liable for the content of any information provided by Google. Usage of the Desktop Reporting software aggregates data out of your Google Analytics account into the Desktop Reporting Software. Any inaccuracy of the data provided by Google Analytics, any flaw in the functioning of Google Analytics, any downtime or failure of Google Analytics or any other problem preventing the correct and full access of Desktop Reporting to your Google Analytics account and that is not related to the Desktop Reporting software constitutes a force majeure event, relieving Desktop Reporting of any and all liability.
- 6.4. In order to aggregate data from the End User's Google Analytics account, the End User needs to grant access to his Google Analytics account. To do so, the End User needs to fill out his Google Analytics login or e-mail and the accompanying password upon activation of the Desktop Reporting software. The data thus provided is sent directly to Google Inc.'s servers. Desktop Reporting does not have access to these data and does not process nor save these data. Desktop Reporting is not the controller of these data as intended by the Belgian act of 8 December 1992 "on the protection of privacy in relation to the processing of personal data".
- 6.5. Desktop Reporting guarantees that it has obtained all necessary licenses from Google Inc. and that all access to Google Analytics by the Desktop Reporting software under the conditions set out by the present License Agreement complies to Google Inc.'s terms and conditions and that normal use of the Desktop Reporting software under the conditions set out by the present License Agreement is licit.

7. COMPLIANCE WITH LICENSES

If End User is a business or organization, they agree that upon request by Desktop Reporting or by a Desktop Reporting authorized representative, they will (within 14 days) fully document and certify that their use of any and all Desktop Reporting software at the time of the request is in conformity with their valid Licenses from Desktop Reporting.

8. FEES AND TAXES

- 8.1. The License given under this License Agreement is subject to payment to Desktop Reporting of the license fees as set forward on the Desktop Reporting website. Payment of these license fees is subject to Desktop Reporting's and the intermediary payment service provider's contract terms as set out in their general terms of agreement. The End user agrees to these terms and agrees to pay all license fees when due.
- 8.2. Any non-payment or late payment of these license fees will result in the deactivation of the license code related to the unpaid for license as well as in the right for Desktop Reporting to immediately and automatically terminate this License, without prior written notice,

without prior court intervention and without limitation to the right to demand compensatory interests at 10% of the unpaid amount and a damage compensation clause of 10% of the unpaid amount.

9. DISCLAIMER OF WARRANTY

- 9.1. The Desktop Reporting software and its documentation is provided AS IS and with all its faults.
- 9.2. To the extent permitted by Belgian law, Desktop Reporting and its suppliers will not be liable for any general, special, direct, indirect, consequential, incidental, or other damages to the End User, including loss of profits, loss of saving and any claim by any third party arising out of the License of the software, even if a representative of Desktop Reporting has been advised of the possibility of such damages, except in the case of willful misconduct or fraud on the part of Desktop Reporting or its suppliers.
- 9.3. Should a competent Belgian court hold Desktop Reporting or its suppliers liable notwithstanding this provision, the liability, if any, of Desktop Reporting and its suppliers will in any event be limited to the amount the End User actually paid to Desktop Reporting or its distributors in consideration of the present License.
- 9.3. Desktop Reporting is in no event liable for any third party content that the End User imports into or processes through the Desktop Reporting software. If such content is found to infringe copyright or other rights, to be racist, pornographic, blasphemous, slanderous or in any way illegal or infringing third party rights, Desktop Reporting shall not be liable for such content and End User will indemnify Desktop Reporting for any damages it might suffer, including general, special, direct, indirect, consequential, incidental, loss of profits, loss of saving or any other damages.

10. CONTROL OF PROCEEDINGS

The End User shall forthwith inform Desktop Reporting in writing about the existence and substance of any legal action based on the allegation that the Desktop Reporting software infringes any intellectual or industrial property right of any third party and leave the handling of the case entirely to Desktop Reporting, including the making of any settlements.

11. GOVERNING LAW – JURISDICTION

- 11.1. This License Agreement shall be governed exclusively by and interpreted exclusively in accordance with the laws of Belgium, with the explicit exclusion of the Convention on Contracts for the International Sale of Goods (CISG) and other international treaties that are not of obligatory application under Belgian law.
- 11.2. Any disputes arising between the parties concerning the creation, performance and interpretation of this License Agreement shall be submitted solely and exclusively to the courts of Brussels.

12. ENTIRE AGREEMENT

- 12.1. This License Agreement constitutes the final, complete and exclusive written expression of the intentions and Agreement of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between either party.

- 12.2. This License Agreement shall supersede both parties' general terms of agreement insofar that these are contrary to any of the articles of this License Agreement.

13. PERSONAL DATA

- 13.1. Use of the Desktop Reporting software requires Desktop Reporting to collect and process your personal data. All collecting and processing of your personal data is subject to our Privacy Policy (insert link) and any access to the Desktop Reporting software requires and supposes your acceptance of this Privacy Policy.

14. GENERAL PROVISIONS

1. The End User may not assign or otherwise transfer this License or delegate any of its duties hereunder, in whole or in part, without Desktop Reporting's prior written consent.
2. Desktop Reporting shall not be liable for delay in performance hereunder due to causes beyond its control including, without limitation, acts of God, fires, strikes, acts of war, power failures, internet downtime, failure to access Google Analytics data, viruses, worms, network problems as well as any intervention by any government authority.
3. The waiver, amendment or modification of any provision of this License Agreement or any right, power or remedy hereunder shall not be effective unless in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought. The terms of this License Agreement may not be amended or changed by the terms of any purchase order, acknowledgment, invoice or similar document even though a party may have signed or accepted such document. No failure or delay by either party in exercising any right, power or remedy with respect to any of the provisions of this License Agreement shall operate as a waiver thereof.
4. In the event any provision of this License Agreement is found to be invalid, void or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of the License Agreement, the invalidity, voidness, or unenforceability shall affect neither the validity of this License Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.