



**MANDRAGORE PLANETE** is a limited liability company (*société à responsabilité limitée*) registered in the trade and companies Register (RCS) of Paris under SIREN number 891378234, with a capital of 1,000 €, whose registered office is located at 15 rue des Halles, 75001 PARIS, France, represented by Mr. Philippe Bergougnoux in his capacity as manager.

**MANDRAGORE PLANETE** publishes and commercialises software solutions designed to connect a database manager to off-the-shelf graphic libraries and incorporate web languages.

This Agreement is entered into between the Company and the User to allow the User to use the “MS4BI RE” free software.

The downloading of the Software from <https://getms4bi.com> website implies full acceptance of, and compliance with this Agreement.

### ARTICLE 1. DEFINITIONS

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**Software:** means the “MS4BI RE” software solution.

**User:** means the person who uses the Software.

**Company:** means **MANDRAGORE PLANETE**, which is the owner and publisher of the Site and is registered in the trade and companies register (RCS) of Paris under SIREN no. 891378234, with a capital of 1,000 €, whose registered office is located at 15 rue des Halles, 75001 PARIS, France.

**Licence / Agreement:** means this user licence agreement concerning the “MS4BI RE” software.

### ARTICLE 2. PURPOSE

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This Licence Agreement is a legal document established between the User and the Company. It governs the use of the Software made available by the Company.

The Software is granted under licence, and is not assigned, by the Company for use in strict compliance with the terms of this Agreement.

### ARTICLE 3. USE RIGHT

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The Company hereby grants the User a non-exclusive, personal and non-transferable Licence to use the Software in its existing version as of the date of execution hereof and in any possible future versions, for the User to be able to use the Software once the Company has authorised the User to access it.

The Licence is granted to the User for the purpose of using the Software, in accordance with the conditions set out below and for the User’s own purposes.



Accordingly, the User hereby undertakes not to:

- Reproduce, arrange, adapt, modify or correct the Software or any parts thereof;
- Make any commercial use of the Software with any third parties;
- Provide the Software in whatever form or make it available to anyone;
- Assign, provide, lend or rent or lease the Software, or grant any sub-licences or any other rights to use the Software, or more generally to communicate the Software or any parts thereof to any third parties or any affiliated companies;
- Incorporate the Software or any parts thereof into any computer systems or any other software solutions;
- Remotely transmit the Software or put it on any networks, including the Internet, or distribute it any other way, without the prior written authorisation of the Company.

#### **ARTICLE 4. DURATION AND TERRITORY**

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This Agreement is entered into for the entire period of use of the Software by the User and for the whole world.

Should the User fail to comply with any provisions of this Agreement, the Company shall terminate this Agreement immediately and without prior notice.

The Agreement shall also be terminated if the Software and any copies made on a computer are deleted.

Upon termination of this Agreement, the User shall cease to use the Software and shall delete all copies of the Software contained in the User's computer.

#### **ARTICLE 5. INTELLECTUAL PROPERTY**

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The Software shall remain the exclusive property of the Company, and the Company shall remain the author, in accordance with the provisions of the French intellectual property code.

The User undertakes not to infringe upon the intellectual property rights of the Company, and in particular the rights associated with the Software, including the contents of the Software, as well as the trademarks, drawings, photographs, images and text, the general structure and tree structure, graphic charters, databases, logos, domain names, all documents or files, and any other distinctive signs included in the Software, including the underlying technology, belonging to Company and which are protected by the French and international intellectual property laws.

The User recognises expressly that this Licence does not grant the User any intellectual property rights on the Software and its developments, which shall remain the exclusive property of the Company.

The User is only granted a non-exclusive licence to use the Software under the conditions defined in this Agreement.



## **ARTICLE 6. MODIFICATION OF THE SOFTWARE**

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The Company may make changes to the Software, including patches, bug fixes, updates, upgrades and other modifications.

The updates may result in the modification or removal of certain functionalities of the Software.

The Company has no obligation (i) to provide Updates to the User, or (ii) to continue to provide the User with any specific characteristics and/or functionalities of the Software or to continue to enable such characteristics and/or functionalities for use by the User.

The User hereby acknowledges and accepts that all updates or any other modifications shall be (i) considered as integral parts of the Software, and (ii) subject to the terms and conditions of this Agreement.

Finally, the Company reserves the right to modify, suspend or interrupt the Software temporarily or definitively, with or without prior notice and without the Company being liable to the User.

## **ARTICLE 7 – FINANCIAL CONDITIONS**

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The Licence is granted free of charge.

## **ARTICLE 8 – GUARANTEE AND LIMITATION OF LIABILITY**

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The Company guarantees to the User that the Company holds all the rights and authorisations required to be able to authorise the User to use the Software under the conditions of this Agreement and that such conditions do not infringe upon the rights of any third parties.

However, the Company has a due care obligation and does not give any guarantee in connection with the use of the Software by the User.

Accordingly, the Company does not give any guarantee whatsoever, including without limitation (i) as to the operation or availability of the Software, or the information, the contents, the materials or the product contained in the Software; (ii) that the Software will remain uninterrupted or error-free; or (iii) that the Software, its servers and the contents will be free of any computer viruses.

The Company may not be held liable for any momentaneous difficulty or impossibility to access the Software as a result of any circumstances beyond the Company's control or caused by *force majeure*, or as a result of any disruption of the telecommunication networks.

## **ARTICLE 9 – MAINTENANCE AND ASSISTANCE**

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The Company shall not perform or provide any maintenance or assistance in connection with the downloading or use of the Software.



## **ARTICLE 10 – SUB-LICENCES AND NON-TRANSFERABILITY**

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Considering that the User may only use the Software for the User's own purposes, the User hereby undertakes to grant any sub-licences.

The User may not grant the use right to any third parties, even free of charge.

As agreed expressly, the rights granted by the Company may not be granted by the User to any third parties. The use rights may not be transferred, even in case of a transfer of a business, or a lease management, or a merger or any other transaction under which the User's rights would be transferred to a third party.

## **ARTICLE 11 - CLAIMS**

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For any claims or questions regarding the use of the Software, the User can contact the Company at the following address: [support@mgplanete.com](mailto:support@mgplanete.com).

## **ARTICLE 12 - MODIFICATIONS**

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The Company reserves the right, at its own discretion, to modify or replace this Agreement at any time.

Should the User continue to use the Software after any revision has become effective, the User shall continue to be bound by the new conditions resulting from such revision.

## **ARTICLE 13 – APPLICABLE LAW AND JURISDICTION**

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As agreed expressly, this Agreement shall be governed by French law.

Should any dispute or disagreement arise between the User and the Company in connection with the formation, performance, interpretation or termination of this Agreement, the User and the Company shall make their best efforts to settle such dispute or disagreement by amicable arrangement.

If the User and the Company cannot find any solution, the dispute shall be referred to the competent Legal Court in the jurisdiction of the Company's head office.