
Software License Conditions.

These conditions are applicable to the software products that will be installed locally on customer's platform and for which a license needs to be acquired.

1 Definitions:

Licensor:

Planet Winner BVBA, Bossuytlaan 49, 8310 Brugge, Belgium. Hereafter referred to as "PLANET WINNER".

Licensee:

The Company as described in the purchase order(s). Hereafter referred to as "Licensee".

PLANET WINNER guarantees to be the only and exclusive Licensor of the winner software, as described in the purchase order(s), hereafter referred to as 'The Software'. By means of this End User License Agreement, PLANET WINNER grants the LICENSEE a non-exclusive and non-transferrable license for the use of The Software. The software is to be used on a certain computer system, at a specified location, and according to the regulations and conditions of this agreement. PLANET WINNER grants the LICENSEE a license for the use of computer software programs which allow the LICENSEE, under normal circumstances and provided that The Software is operated according to the prescribed instructions, to electronically manage a hotel and / or restaurant and to store customer data. PLANET WINNER explicitly states that the use of The Software requires a thorough knowledge of hotel and / or restaurant operations, and an elementary knowledge of computer technology.

2 License Fee.

- 2.1 The License Fee as specified in the purchase order(s) is payable according to the payment conditions as detailed in the special conditions of the purchase order(s).
- 2.2 Additional License fees are applicable in case The Software has to be installed on additional PC's, in addition to the number of licenses specified in the purchase order(s). In case PC's are out of order or in repair, the LICENSEE will notify PLANET WINNER in order to have the license changed for use on the other Pc's.
- 2.3 PLANET WINNER has the right to refuse its services or delivery of products in case expired invoices to LICENSEE are not paid.

3 Installation and Training of the Software.

- 3.1 Installation and Training of the Software will always be executed by PLANET WINNER or a dealer / distributor approved by PLANET WINNER
- 3.2 Refer to the PLANET WINNER price list for applicable rates and fees for Installation and Training.

4 Maintenance of the Software.

- 4.1 Maintenance of the Software will always be executed by PLANET WINNER or a dealer/distributor approved by PLANET WINNER.

- 4.2 A separate "Support Agreement" needs to be signed by LICENSEE, and the entity that will provide the support of The Software. This "Support Agreement" guarantees software support and regular upgrades to LICENSEE. LICENSEE is obliged to conclude a "Support Agreement".

5 Rights of the LICENSEE.

Provided that the rules and regulations of this agreement are lived up to, this agreement grants LICENSEE the right to:

- 5.1 1 runtime copy of The Software, destined for use on one system, on a specified location.
- 5.2 use The Software on the nr of PC's mentioned the purchase order(s).
- 5.3 use The Software according to the rules and regulations specified in this agreement.
- 5.4 copy The Software, only for the purpose of making 1 backup copy. This copy may be installed only on the nr of PC's listed in the purchase order(s), in case the original copy of The Software was destroyed, or is corrupted.

6 Obligations of LICENSEE.

LICENSEE shall:

- 6.1 maintain accurate and up-to-date information regarding the number and location of all copies of The Software.
- 6.2 supervise and control the use of The Software, as specified in this agreement, within LICENSEE's organisation.
- 6.3 clearly mark all copies of The Software with its origin, and the trade mark wInner
- 6.4 never remove the make, trade mark, copyright notice or other information from the Software, or from documentation related to it.
- 6.5 never disclose the structure of the software or database to people other than those who form part of LICENSEE's personnel.
- 6.6 in case of termination of this agreement, whatever the reason for this termination, return all copies of the software and documentation which was delivered to LICENSEE to PLANET WINNER or the dealer / distributor acknowledged by PLANET WINNER, and this within a timeframe of 14 days.
- 6.7 notify any change in address in writing, within 30 days to PLANET WINNER or the dealer/distributor acknowledged by PLANET WINNER.
- 6.8 LICENSEE is responsible for making backups of the wInner database. When installing the system Planet wInner configures an automatic backup mechanism of the wInner database to a backup location on the hard disk of the server or a workstation. This backup mechanism is also tested at the time of installation. It is and remains the responsibility of LICENSEE to monitor if these backups continue to function.
- 6.9 Planet wInner recommends that LICENSEE installs a backup infrastructure that ensures a backup of the wInner database to an external storage medium such as an external hard drive.
- 6.10 LICENSEE is responsible to implement the necessary security measures in the network and on the workstations such as an antivirus solution. Planet wInner cannot be held responsible for problems with the wInner software caused by a virus or other "malware".
- 6.11 Credit card data can only be entered into the designated fields for credit card data in the system. If the user enters credit card data in other fields than the designated credit card fields then the user is solely responsible and liable in case of theft of this data and the associated potential damage and / or costs.

7 Permission from PLANET WINNER

For following actions, the explicit written permission is required from PLANET WINNER:

- the permanent and / or temporary reproduction of the software, in whatever form or fashion, with the exception of 1 backup copy.
- 7.1 translating, changing, reverse engineering or de-compiling of the software, or it's reproductions.
- 7.2 each form of distribution, including rental, lease, sale of the software, as well as making the software available to others than the rightful LICENSEE.

8 Intellectual ownership.

- 8.1 PLANET WINNER cannot be held responsible for damages, even indirect, as a result of malfunction, standstill, inadequate and / or wrong functioning of the software, or any part of it.

- 8.2 Under no condition will LICENSEE be able to hold PLANET WINNER liable for not living up to its obligations as specified in this agreement, in case of force majeure. Force majeure being circumstances which are not under control of PLANET WINNER and which occur without PLANET WINNER's will or consent, such as, but not restricted to climatological circumstances, strike, government actions etc.

9 Liability and force majeure.

- 9.1 PLANET WINNER cannot be held responsible for damages, even indirect, as a result of malfunction, standstill, inadequate and / or wrong functioning of the software, or any part of it.
- 9.2 Under no condition will LICENSEE be able to hold PLANET WINNER liable for not living up to its obligations as specified in this agreement, in case of force majeure. Force majeure being circumstances which are not under control of PLANET WINNER and which occur without PLANET WINNER's will or consent, such as, but not restricted to climatological circumstances, strike, government actions etc.

10 Expiration.

- 10.1 This agreement for the software license is in force for the whole period during which the software is in use by LICENSEE "according to the conditions of this agreement". Interruption is accepted only if notice is given by registered letter 3 months before the end of each anniversary of this agreement but never in the first year after signature of this contract.
- 10.2 PLANET WINNER can end this agreement at any moment giving notice by registered letter, in case LICENSEE does not live up to the conditions specified in this agreement, or if LICENSEE does not honour it's legal obligations or in case LICENSEE goes in bankruptcy or disappears (change of address is not communicated to PLANET WINNER).
- 10.3 PLANET WINNER has the right to charge to LICENSEE the costs, damages and interests in case the license fees are not paid on time.
- 10.4 All costs of legal or other collection, of juridical assistance and for the preservation of the rights in this agreement, are at the cost of the LICENSEE. Costs for collection are always calculated at 15% of the amounts due.

11 Other

- 11.1 All prices listed in this agreement are exclusive of VAT, and are valid from the date of this contract, for a period of 3 months. PLANET WINNER has the right to change these prices.
- 11.2 This contract replaces any previous verbal and / or written agreements between PLANET WINNER and LICENSEE in relation to the license of the software.
- 11.3 This contract is governed under the Belgian law. In case of dispute, the Belgian courts located in the province of PLANET WINNER's headquarters, will be qualified.

Planet Winner bvba

Bossuytlaan 49

8310 Brugge-Assebroek

Belgium - Tel: +32 (0)50 375 373 - Fax: +32 (0)50 36 02 42

email: info@winner-hotelsoftware.com

Web: <http://www.winner-hotelsoftware.com>