



END-USER LICENSE AGREEMENT

MagiCAD 2026

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NB: Please scroll down for to view the EULA in the German, French, Russian, Chinese, Spanish and Italian languages and to view the special terms regarding the Ecodial engine (part of MagiCAD for Revit Electrical).

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Vous bénéficiez d'un droit limité, non exclusif et non transférable, d'installation et d'utilisation du Produit. Vous avez le droit de créer et d'installer plusieurs copies du Produit, sous réserve de justifier que l'utilisation courante du Produit nécessite l'existence de ce nombre de copies. Toutes les copies doivent contenir des notices concernant le droit d'auteur et les autres droits de MAGICAD GROUP.

Si vous avez téléchargé une version d'évaluation du Produit, vous avez le droit d'utiliser le Produit à titre gratuit exclusivement dans le but d'évaluer les fonctions et la facilité d'utilisation du Produit, et ce durant une période limitée donnant lieu à une licence spécifique.

La version pédagogique du Produit est conçue pour (i) des établissements d'enseignement, (ii) des étudiants, (iii) d'autres détenteurs d'une licence d'enseignement autorisés par MAGICAD GROUP. Si, en tant qu'établissement d'enseignement ou autre détenteur d'une licence d'enseignement autorisé par MAGICAD GROUP, vous avez téléchargé une version pédagogique du Produit, vous avez le droit d'utiliser le Produit, sous réserve du paiement des frais de licence applicables, dans le strict cadre d'un établissement et uniquement dans un but pédagogique d'un tel établissement, durant une période limitée spécifiquement définie et pour le nombre maximum d'utilisateurs simultanés pour lequel vous avez acquis des licences. Les étudiants sont uniquement autorisés à utiliser le Produit dans un but pédagogique et durant une période limitée spécifiquement définie. MagiCAD Group peut demander aux étudiants de prouver leur inscription dans un établissement d'enseignement ou, dans le cas contraire, les étudiants doivent être approuvés par MAGICAD GROUP. Les caractéristiques et fonctionnalités de la version pédagogique peuvent différer de celles de la version commerciale du Produit. Dans le cadre de cette clause, par « établissement », on entend une institution délivrant un diplôme ou un certificat ; par « utilisateur », on entend l'étudiant ou le membre du corps professoral de l'institution ; par « étudiant », on entend un individu inscrit en tant qu'étudiant dans un établissement d'enseignement, et par « fins éducatives », on entend des activités éducatives internes, ce qui exclut tout objectif commercial ou pédagogique à but lucratif ou autres, qui sont uniquement réalisées dans et depuis de tels établissements, lesquels ne sont pas dirigés à des fins commerciales ou lucratives.

Si vous avez téléchargé une version commerciale du Produit, vous avez le droit d'utiliser le Produit, sous réserve du paiement des frais de licence applicables, dans le strict cadre des activités professionnelles de l'entité juridique définie par l'identité de l'entreprise et durant une période limitée spécifiquement définie et pour le nombre maximum d'utilisateurs simultanés pour lequel vous avez acquis des licences.

Les revendeurs agréés MAGICAD GROUP et les fabricants qui commandent des services de données des produits à MAGICAD GROUP, ainsi que les autres partenaires et mandataires, peuvent obtenir une version de démonstration et de formation permettant d'assurer une démonstration du produit, de tester les résultats des services des données produits, de vendre des solutions et de former des employés. Toutefois, ces licences ne doivent être ni revendues ni utilisées pour des activités générant des revenus directs (à l'exclusion des formations de clients), à des fins commerciales (à l'exclusion des formations de clients) ou à des fins personnelles.

À l'expiration de la période de licence, le Produit sera automatiquement désactivé ; vous devrez arrêter de l'utiliser et supprimer la copie du logiciel que vous avez installée. Cela étant, et sous réserve de disponibilité du Produit, vous pourrez acheter une (nouvelle) version commerciale ou pédagogique du Produit.

Vous n'êtes pas autorisé (i) à modifier le Produit, à en contourner les limitations techniques, à le décompiler, à le désassembler ou à tenter d'en reconstituer la logique ou la structure, à créer des outils dérivés du Produit, à utiliser des fichiers détachés, des bibliothèques de programmes ou d'autres parties du Produit avec un logiciel tiers, sauf stipulation contraire expresse dans les spécifications du Produit ; (ii) à attribuer, transférer, concéder sous licence, louer, gager, distribuer ou transmettre de quelque manière que ce soit le Produit ou votre droit de l'utiliser, sauf dans la mesure où ces opérations seraient expressément permises par la réglementation applicable.

UTILISATION DES PRODUITS

Sauf mention contraire dans le contrat de livraison, le droit d'utilisation des Produits est valable au sein de votre entité légale. Aucune disposition des présentes Conditions d'utilisation ne vous autorise à installer le produit ou à y accéder en dehors de votre entité légale (y compris, entre autres, via l'utilisation de machines virtuelles ou d'autres technologies).

CONTRÔLE DES EXPORTATIONS ET SANCTIONS INTERNATIONALES

Il vous est interdit d'accéder, de télécharger, d'utiliser ou d'exporter le Produit en violation des réglementations de contrôle des exportations de l'UE et de l'ONU et des sanctions internationales. Il vous est interdit d'accéder ou d'utiliser un Produit à partir d'un emplacement sanctionné par l'UE et l'ONU ou si vous apparaissez sur une liste de sanctions internationales.

Vous acceptez et certifiez que vous ne transférerez ni n'accorderez l'accès au Produit à un pays, une personne ou une entité soumise aux restrictions d'exportation et aux sanctions internationales de l'UE et/ou des États-Unis.

Vous êtes seul responsable du respect de toutes les exigences de contrôle des exportations et des sanctions internationales qui vous sont applicables, et vous défendrez, indemniserez et exonérerez MAGICAD GROUP de toute responsabilité (y compris les honoraires d'avocat) découlant de votre non-respect des termes de cette section.

MAGICAD GROUP se réserve le droit de suspendre ou de résilier le Produit en cas de non-respect des réglementations de contrôle des exportations et des sanctions internationales ou si MAGICAD GROUP détermine, à sa seule discrétion, que les sanctions et/ou les lois et réglementations liées au contrôle des exportations restreignent la fourniture de services qui vous sont procurés.

GARANTIE LIMITÉE ET CLAUSES DE NON-RESPONSABILITÉ

MAGICAD GROUP garantit le bon fonctionnement du Produit dans le cadre de son utilisation prévue, telle qu'indiquée dans la documentation correspondante. La garantie est valable pour une période de soixante (60) jours, à compter de la date de livraison. MAGICAD GROUP s'engage à corriger les erreurs en remplaçant toute version défectueuse du Produit par une nouvelle version mise à jour ou par un Service pack. À titre d'alternative, MAGICAD GROUP peut fournir une solution provisoire, si cela ne vous provoque pas d'inconvénient majeur.

La garantie ne s'applique pas à tout défaut ou insuffisance résultant de (i) une utilisation du Produit contraire aux instructions écrites de MAGICAD GROUP, par exemple en matière de conditions requises pour l'environnement d'exploitation, (ii) toute modification effectuée sans l'autorisation préalable de MAGICAD GROUP ou (iii) l'utilisation du Produit en combinaison avec tout produit ou service non fourni ou autorisé par MAGICAD GROUP.

ASSISTANCE

MAGICAD GROUP peut être amené (sans toutefois y être obligé) à vous fournir des services de maintenance, d'assistance et de conseil, des correctifs ou des mises à niveau du Produit.

Toutefois, si vous avez acheté et payé la version commerciale du Produit, MAGICAD GROUP est tenu de vous fournir de temps en temps et à titre gratuit des ensembles de correctifs logiciels apportant des corrections mineures ajoutées à la dernière version commerciale du Produit.

DROITS DE PROPRIÉTÉ ET CONFIDENTIALITÉ

Les droits de propriété, droits d'auteur et autres droits de propriété intellectuelle du Produit restent la propriété exclusive de MAGICAD GROUP ou de ses fournisseurs. Par conséquent, le droit d'utilisation du Produit qui vous est accordé est limité. Les caractéristiques du Produit, notamment sa conception et sa structure spécifiques, ainsi que les codes d'activation de la licence permettant d'utiliser le Produit, sont confidentiels et relèvent des secrets commerciaux de MAGICAD GROUP ou de ses fournisseurs. Vous devez traiter ces informations de manière strictement confidentielle et vous abstenir de les divulguer à des tiers ou de les utiliser à des fins non autorisées. Cette obligation de confidentialité continue de s'appliquer après l'expiration de votre droit d'utilisation du Produit.

LIMITATION DE RESPONSABILITÉ

Le Produit sous licence vous étant livré strictement « EN L'ÉTAT », dans les limites maximales permises par la loi en vigueur, ni MAGICAD GROUP ni ses fournisseurs ne sauraient être tenus responsables de la survenue d'éventuels dommages, de quelque nature que ce soit, y compris entre autres des dommages directs, indirects, spéciaux, consécutifs, accessoires, punitifs, ou d'une perte de chiffre d'affaires, de bénéfices ou de données. Dans tous les cas, la responsabilité maximale de MAGICAD GROUP sera limitée au montant que vous avez réglé pour utiliser le Produit.

Ces limitations de responsabilité constituent un des principaux aspects du présent CLUF.

DROIT APPLICABLE ET JURIDICTION COMPÉTENTE

Votre droit d'utilisation du Produit et le CLUF sont régis par les lois en vigueur en Finlande. En cas de litige à propos du CLUF, les parties devront s'entendre sur un règlement à l'amiable. Si elles n'y parvenaient pas, le litige sera soumis au Tribunal d'Helsinki, en Finlande.

Veuillez noter que votre utilisation du Produit doit être conforme aux lois, réglementations et règles en vigueur en matière d'import et d'export.

RÉSILIATION DU CONTRAT DE LICENCE

MAGICAD GROUP ou vous-même pouvez résilier, avec effet immédiat, les présentes Conditions et la Licence accordée en vertu des présentes si :

L'autre partie commet une violation substantielle de l'une de ses obligations, ou :
si l'autre partie (i) est mise en liquidation, ou (ii) si une procédure est engagée afin de déclarer l'autre partie en faillite ou insolvable, ou (iii) si un séquestre a été nommé pour l'un de ses actifs, ou, (iv) dans l'hypothèse où l'autre partie est un partenariat, si l'un des partenaires est déclaré en faillite ou exécute une tâche pour le compte de son ou ses créanciers, ou s'est arrangé avec ses créanciers de quelque autre manière que ce soit, ou (v) si l'autre partie devient l'objet de tout acte ou processus similaire dans toute autre juridiction, ou (vi) si elle est dans l'incapacité générale de payer ses dettes en temps voulu.

EXHAUSTIVITÉ DU CONTRAT ET MODIFICATIONS

Le présent CLUF constitue l'intégralité du contrat qui vous lie à MAGICAD GROUP envers l'utilisation du Produit et remplace toutes les éventuelles conventions et ententes antérieures, verbales ou écrites.

Toute modification du présent CLUF doit faire l'objet d'une déclaration écrite et obtenir votre accord express ainsi que celui de MAGICAD GROUP.

ЛИЦЕНЗИОННОЕ СОГЛАШЕНИЕ С КОНЕЧНЫМ ПОЛЬЗОВАТЕЛЕМ

Настоящее Лицензионное соглашение («Условия») применяется к программному обеспечению MagiCAD в виде программного обеспечения и к любой относящейся к нему документации («Продукт»), заказанной и предоставленной лицензиату со стороны MagiCAD Group Oy* («MAGICAD GROUP»). Вы как лицензиат или допущенный персональный пользователь («Вы») подтверждаете, что ознакомились с настоящим Лицензионным соглашением и соглашаетесь быть юридически связанными этими условиями, выбрав вариант «Я принимаю условия лицензионного соглашения» ("I accept the terms in the license agreement") или используя Продукт. Если Вы не согласны с этими условиями, выберите вариант «Я не принимаю условия лицензионного соглашения» ("I do not accept the terms in the license agreement") и не используйте Продукт.

*Лицензиаром MagiCAD в Китае является компания Glodon Company Limited.

Политика конфиденциальности и условия предоставления услуг компании MAGICAD GROUP (при использовании онлайн-продуктов и услуг) включены в данные Условия и опубликованы на веб-сайтах <https://www.magicad.com/en/magicad-privacy-policy/> и <https://auth.magicad.com/authserver/TermsOfService>. Вы подтверждаете и соглашаетесь с тем, что в политику конфиденциальности и условия предоставления услуг в любое время могут быть внесены изменения и что эти изменения будут распространяться на Вас с момента их вступления в силу.

В случае расхождений между версией настоящих Условий на английском языке и версией на каком-либо другом языке приоритет будет иметь версия на английском языке.

ОБЩИЕ ПОЛОЖЕНИЯ

Вы можете загрузить пробную версию Продукта, в этом случае Вы имеете право только оценить Продукт перед покупкой коммерческой версии Продукта. Вы несете ответственность за приобретение за свой счет всего необходимого стороннего программного обеспечения, оборудования и телекоммуникаций, необходимых для использования Продукта.

Продукт не предназначен и не пригоден для использования потребителями, Его могут использовать только коммерческие и некоммерческие организации. Продукт предназначен для использования исключительно в целях, для которых он разработан (см. подробное описание на нашем веб-сайте www.magicad.com). Кроме того, Продукт не разработан для работы в отказоустойчивом варианте и поэтому он не предназначен для использования в опасных условиях, требующих безотказной работы.

Примите во внимание, что любые расчеты, данные и результаты, полученные с помощью Продукта, следует проверять и использовать только как рекомендации. Компания MagiCAD Group и ее поставщики не несут ответственности за достоверность таких результатов. Проверка их правильности возлагается на Вас.

ЛИЦЕНЗИИ НА ПРОБНУЮ, ОБРАЗОВАТЕЛЬНУЮ, КОММЕРЧЕСКУЮ, ДЕМОСТРАЦИОННУЮ И УЧЕБНУЮ ВЕРСИИ

Вам предоставляется ограниченное, неисключительное и непередаваемое право на установку и использование Продукта. Вы имеете право сделать и установить несколько копий Продукта при условии, что наличие нескольких копий является оправданным для обычного использования Продукта. Все такие копии должны включать уведомления, касающиеся авторских и других прав MAGICAD GROUP.

Если Вы загрузили пробную версию Продукта, Вы имеете право на использование Продукта бесплатно, строго с единственной целью оценки возможности и удобства использования Продукта в течение отдельно указанного срока действия лицензии.

Образовательная версия Продукта предназначена для, а) образовательных учреждений; б) учащихся; в) других организаций с лицензией на образовательную деятельность, одобренных компанией MAGICAD GROUP. Если вы загрузили образовательную версию Продукта как образовательное учреждение или организация с соответствующей лицензией, одобренная компанией MAGICAD GROUP, вы имеете право использовать Продукт строго в образовательном учреждении и в рамках его образовательных целей, уплатив надлежащий лицензионный сбор. Продукт могут использовать пользователи, для которых приобретены лицензии с заранее определенным периодом действия. Учащиеся могут использовать Продукт только в образовательных целях и в течение указанного периода действия лицензии. Учащимся может потребоваться документально подтвердить свою принадлежность к образовательному учреждению или иным образом получить одобрение компании MAGICAD GROUP. Возможности образовательной и коммерческой версий Продукта могут различаться. В контексте данного положения «учреждение» означает образовательное заведение, в котором присуждается ученая степень или выдается документ государственного образца о получении образования; «пользователь» – учащийся или преподаватель учреждения; «учащийся» – лицо, зарегистрированное в образовательном учреждении в качестве учащегося; «образовательные цели» – внутренняя образовательная деятельность учреждения, исключая учебную и любую другую деятельность на коммерческой основе. Образовательные цели осуществляются только в тех местах, которые функционируют не в коммерческих целях и не для получения прибыли.

Если Вы приобрели коммерческую версию Продукта, Вы имеете право на его использование, при условии уплаты соответствующих лицензионных платежей, исключительно в рамках одного юридического лица, идентифицированного индивидуальным номером компании, и только для внутренних коммерческих целей данного юридического лица, в течение отдельно указанного срока действия лицензии строго по назначению (как описано на нашем веб-сайте www.magicad.com). Максимальное количество пользователей, имеющих право на работу с данным Продуктом, определяется количеством приобретенных лицензий.

Авторизованные реселлеры компании MAGICAD GROUP, Производители, заказывающие у компании MAGICAD GROUP услуги, связанные с моделированием оборудования или разработкой плагинов, а также другие Партнеры и Агенты могут получить демонстрационную и учебную версии, которые можно использовать для демонстрации Продукта, проверки результатов услуг, продажи своих решений и обучения сотрудников. Эти лицензии запрещается перепродавать или использовать непосредственно для получения прибыли (за исключением обучения клиентов), в коммерческих (за исключением обучения клиентов) или личных целях.

После истечения срока действия лицензии, Продукт может отключиться автоматически, а Вы должны прекратить использование данного Продукта и уничтожить копии программного обеспечения, которые у вас установлены. Тем не менее, при условии наличия данного Продукта, Вы можете приобрести (новую) коммерческую версию Продукта или образовательную версию, если это применимо.

Вы не должны (I) изменять, пытаться обойти технические ограничения, декомпилировать, отделять составляющие части, реконструировать или иным образом стремиться изучить функции или структуру Продукта или создавать производные материалы, основанные на Продукте, либо использовать отдельные файлы, библиотеки или другие части Продукта вместе со сторонним программным обеспечением, если специально не оговорено в технических характеристиках Продукта; или (II), переуступать, передавать, сдавать по лицензии, давать в залог, или иным образом распространять или предоставлять Продукт или Ваше ограниченное право на использование Продукта; за исключением тех случаев, которые четко предусмотрены обязательными положениями действующего законодательства.

ПРАВО НА ИСПОЛЬЗОВАНИЕ

Право на использование продуктов будет действительно в пределах Вашей организации, если в договоре о поставке не указано иное. Никакие положения настоящих Условий не дают права на установку или использование Продукта за пределами Вашей организации (включая использование виртуальных машин и других технологий).

ЭКСПОРТНЫЙ КОНТРОЛЬ И МЕЖДУНАРОДНЫЕ САНКЦИИ

Вы не имеете права на доступ, загрузку, использование или экспорт Продукта, если это нарушает правила экспортного контроля ЕС и ООН, а также международные санкции. Вы не имеете права на доступ к Продукту или его использование в странах, находящихся под санкциями ЕС и ООН, или если Вы находитесь в каком-либо международном санкционном списке.

Вы подтверждаете и соглашаетесь с тем, что не будете передавать или предоставлять доступ к Продукту в какой-либо стране, а также физическому или юридическому лицу, в отношении которого действуют экспортные ограничения ЕС и/или США и международные санкции.

Вы несете полную ответственность за соблюдение всех требований экспортного контроля и международных санкций, применимых к Вам, и обязуетесь защищать и ограждать компанию MAGICAD GROUP от любых претензий, обязательств, ущерба и расходов (включая гонорары адвокатов), которые могут возникнуть в результате несоблюдения Вами условий данного раздела.

Компания MAGICAD GROUP оставляет за собой право приостановить или прекратить использование Продукта за несоблюдение правил экспортного контроля и международных санкций или в случае, если компания MAGICAD GROUP по своему усмотрению определит, что санкции и/или законодательство и правила, касающиеся экспортного контроля, ограничивают предоставление Вам услуг.

ОГРАНИЧЕННАЯ ГАРАНТИЯ И ПРАВОВЫЕ ОГОВОРКИ

Компания MAGICAD GROUP гарантирует эксплуатационные характеристики Продукта в рамках предполагаемого использования согласно сопутствующей документации. Срок действия гарантии составляет шестьдесят (60) дней с даты поставки. Компания MAGICAD GROUP обязуется устранять ошибки путем замены дефектных версий Продукта обновленной версией или версией с пакетом обновления. В качестве альтернативы MAGICAD GROUP может предложить обходное решение, если это не создаст для вас чрезмерных неудобств.

Действие гарантии не распространяется на дефекты или ошибки, ставшие результатом i) использования Продукта в нарушение письменных инструкций MAGICAD GROUP, таких как требования к эксплуатационной среде, ii) внесения каких-либо изменений без разрешения MAGICAD GROUP либо iii) использования Продукта в сочетании с другим продуктом или услугой, не предоставленными или не разрешенными компанией MAGICAD GROUP.

СОПРОВОЖДЕНИЕ

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Конфигурация Продукта, в том числе специфический дизайн и структура, а также коды активации лицензии, позволяющие использовать Продукт, являются конфиденциальными и коммерческими тайнами компании MAGICAD GROUP или любого поставщика MAGICAD GROUP. Вы обязаны сохранить конфиденциальность такой информации и не предоставлять её третьим

лицам или не использовать для любых неразрешенных целей. Настоящие обязательства по соблюдению конфиденциальности остаются в силе даже после того, как Ваше право на использование Продукта заканчивается.

ОГРАНИЧЕННАЯ ОТВЕТСТВЕННОСТЬ

В связи с тем, что Продукт лицензируется для Вас «КАК ЕСТЬ», в максимальной степени, допустимой применимым законодательством, ни компания MAGICAD GROUP, никакой другой поставщик MAGICAD GROUP не несет ответственности за любые убытки, включая, но не ограничиваясь перечисленными, прямые, косвенные, специальные, вытекающие, штрафные или побочные ущербы, а также потерю доходов, прибыли или потерю данных. В любом случае максимальная материальная ответственность Компании MAGICAD GROUP не должна превышать сумму, выплаченную за право использовать Продукт.

Эти ограничения являются неотъемлемой частью условий соглашения.

ПРИМЕНИМОЕ ПРАВО И МЕСТО УРЕГУЛИРОВАНИЯ СПОРА

Ваши права по использованию Продукта и условия соглашения будут регулироваться в соответствии с действующим законодательством Финляндии. Любые споры и разногласия, возникающие в рамках контракта, должны быть урегулированы мирным путем. Если мирное урегулирование не достигнуто, урегулирование спора передается в районный суд Хельсинки, Финляндия.

Пожалуйста, обратите внимание на то, что использование Продукта должно осуществляться в соответствии с действующими законами, правами и правилами, касающимися экспорта-импорта.

ПРЕКРАЩЕНИЕ ДЕЙСТВИЯ ЛИЦЕНЗИИ

Действие настоящих Условий и Лицензии может быть незамедлительно прекращено компанией MAGICAD GROUP либо вами в случае, если:

вторая сторона допустила существенное нарушение своих обязательств либо i) вторая сторона начала процесс ликвидации, ii) в отношении второй стороны начат процесс признания банкротства или несостоятельности, iii) назначен управляющий активами второй стороны, iv) вторая сторона является коллективным юридическим лицом, а кто-либо из партнеров в рамках этого лица признан банкротом, по решению суда переуступает свое имущество своим кредиторам либо заключает с ними компромиссное соглашение, v) в отношении второй стороны осуществляются аналогичные действия или процессы в какой-либо другой юрисдикции, vi) вторая сторона оказывается в целом не в состоянии обслуживать свою задолженность в установленные сроки.

ДОГОВОР И ПОПРАВКИ

Настоящие Условия являются неотъемлемой частью соглашения между Вами и компанией MAGICAD GROUP, которое касается использования Продукта, и заменяет все предыдущие письменные или устные соглашения и договоренности.

Любые поправки к настоящим условиям должны быть оформлены в письменном виде и приняты обеими сторонами, т.е. Вами и компанией MAGICAD GROUP.

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本最终用户授权许可协议（“条款”）适用于授权许可用户订购的[MagiCAD]软件（代码形式）及其他相关文件（“产品”），该产品由MagiCAD Group有限公司*（“MAGICAD GROUP”）提供。选择“我接受许可协议中的条款”或使用产品，即表示您以被许可方或许可用户（以下简称为“您”）的身份承认您已阅读此最终用户许可协议并同意接受这些条款的法律约束。

如果您不同意这些条款，请选择“我不接受授权许可协议”选项，同时请不要使用该产品。

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综述

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为避免产生疑问，用户必须明确知道：利用此产品生成的任何计算、数据或者其他结果均仅供参考，而且必须由用户自行验证。MAGICAD GROUP 或任何 MAGICAD GROUP 供应商均不对此类结果的可靠性和有效性负责，因为用户需自行 确 认 结 果 是 否 正 确。

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在产品授权许可到期后，该产品可能会自动停止运行，这时您应立即停止使用该产品，并卸载您已经安装的软件副本。当然，根据当时的产品情况，您可以购买（新）商业版产品，或者允许的教学版产品。

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除非交付协议中另有说明，产品的使用权应在您的法律实体范围内有效。该等条款均未允许您在法律实体范围之外安装或访问产品（包括但不限于使用虚拟机或其他技术）。

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请注意，您必须按照相关的进出口法律、法规和条例使用本产品。

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本条款是您和MAGICAD GROUP之间在使用该产品时所达成的协议的一个组成部分，并将取代以前的任何书面或口头的协议和谅解。

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Si existen discrepancias entre la versión en inglés y cualquier otra versión en otro idioma de los presentes Términos, prevalecerá la versión en inglés.

GENERAL

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Dispondrá de un derecho limitado, no exclusivo e intransferible para instalar y utilizar el Producto. Tiene derecho a realizar e instalar varias copias del Producto siempre que tener varias copias sea justificable para el uso habitual del Producto. Todas estas copias deben incluir avisos sobre los derechos de autor y otros derechos de MAGICAD GROUP.

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La versión educativa del Producto está destinada a (i) instituciones educativas, (ii) estudiantes y (iii) otros licenciatarios educativos autorizados por MAGICAD GROUP. Si ha descargado una versión educativa del Producto como Institución educativa u otro licenciatario educativo autorizado por MAGICAD GROUP, tiene derecho a utilizar el Producto, sujeto al pago de las tarifas de licencia correspondientes, estrictamente en una única Institución y solamente para los Fines educativos de dicha Institución durante un período de licencia especificado aparte y para el número máximo de Usuarios individuales simultáneos para los que haya adquirido licencias. Los Estudiantes tienen derecho a utilizar el Producto solo con Fines educativos durante un período de licencia especificado aparte. Es posible que se requiera que los Estudiantes demuestren su matriculación en Instituciones educativas o que MAGICAD GROUP estipule su aprobación de algún otro modo. Las características y funcionalidades de la versión educativa del Producto pueden diferir de las características y funcionalidades de la versión comercial del Producto. Para los propósitos de esta cláusula, «Institución» se refiere a una Institución educativa que otorga un título o certificado; «Usuario individual» se refiere al estudiante o miembro de la facultad de la Institución; «Estudiante» significa una persona inscrita como estudiante en una Institución educativa, y «Fines educativos» significa actividades educativas internas, que excluyen todos los fines comerciales o educativos con ánimo de lucro o de otro tipo, y que se llevan a cabo solo en y desde las ubicaciones que no se utilizan con fines comerciales o lucrativos.

Si ha obtenido una versión comercial del Producto, tiene derecho a utilizarlo, sujeto al pago de las tarifas de licencia aplicables, estrictamente en una única entidad legal identificada por su identificador de empresa individual y solamente para los fines comerciales internos de dicha entidad y en la forma prevista (tal como se describe en nuestro sitio web: www.magicad.com), durante un período de licencia especificado aparte y para el número máximo de Usuarios individuales simultáneos para los que haya adquirido licencias.

Los distribuidores y fabricantes autorizados de MAGICAD GROUP, que solicitan servicios de datos de productos de MAGICAD GROUP, u otros socios y agentes, pueden obtener la versión de demostración y formación, que pueden utilizar para demostrar el Producto, probar los resultados de los servicios de datos de productos, vender sus soluciones y formar a sus empleados. No obstante, estas licencias no deben revenderse ni utilizarse para actividades directas de generación de ingresos (excluidas las formaciones de los clientes), con fines comerciales (excluidas las formaciones de los clientes) o con fines personales.

Una vez finalizado el período de licencia, es posible que el Producto se desactive automáticamente y deberá dejar de utilizarlo y destruir la copia del software que haya instalado. No obstante, en función de la disponibilidad del Producto, puede adquirir una versión comercial (nueva) del Producto o una versión educativa si corresponde.

Usted no deberá (i) modificar, sortear cualquier limitación técnica, descompilar, desensamblar, realizar ingeniería inversa ni intentar de cualquier otro modo examinar la función o estructura del Producto, ni crear productos derivados basados en el Producto, ni utilizar archivos o bibliotecas independientes u otras partes del Producto en relación con software de terceros, a menos que así lo permitan expresamente las especificaciones del Producto; ni (ii) ceder, transferir, sublicenciar, alquilar, pignorar o distribuir o poner a disposición de otro modo el Producto o su derecho limitado de uso del mismo, salvo en la medida en que así lo estipulen de forma expresa las disposiciones obligatorias de la legislación vigente.

USO DE LOS PRODUCTOS

A menos que se indique lo contrario en el acuerdo de entrega, el derecho a usar los productos será válido en su entidad legal. Ningún elemento de los presentes Términos le permite instalar o acceder al Producto fuera de su entidad legal (incluido, entre otros, el uso de máquinas virtuales u otra tecnología).

CONTROL DE EXPORTACIONES Y SANCIONES INTERNACIONALES

No debe acceder a, descargar, utilizar ni exportar el Producto de forma que constituya una infracción de las regulaciones de control de exportaciones y sanciones internacionales de la UE y la ONU. No debe acceder a utilizar ningún Producto desde una ubicación sancionada por la UE y la ONU, o si usted figura en alguna lista de sanciones internacionales.

Usted acepta y certifica que no transferirá ni otorgará acceso al Producto a ningún país, persona o entidad sujeta a restricciones de exportación y sanciones internacionales por parte de la UE y/o EE. UU.

Usted es el único responsable del cumplimiento de todos los requisitos de control de exportaciones y las sanciones internacionales que le sean aplicables, y defenderá, indemnizará y eximirá a MAGICAD GROUP de cualquier responsabilidad (incluidos los honorarios de representación) que surja de su incumplimiento de las condiciones de esta sección.

MAGICAD GROUP se reserva el derecho de suspender o rescindir el Producto por incumplimiento de las regulaciones de control de exportaciones y sanciones internacionales o si MAGICAD GROUP determina, a su entera discreción, que las sanciones y/o las leyes y regulaciones relacionadas con el control de exportaciones restringen la prestación de servicios.

GARANTÍA LIMITADA Y DESCARGOS DE RESPONSABILIDAD

MAGICAD GROUP garantiza el rendimiento del Producto en su uso previsto como se especifica en la documentación relacionada. La garantía es válida durante un período de sesenta (60) días a partir de la fecha de la entrega. MAGICAD GROUP corregirá los posibles errores reemplazando cualquier versión defectuosa del Producto por una nueva versión de actualización o una versión de tipo service pack. Opcionalmente, MAGICAD GROUP puede proporcionar una solución alternativa si no le causa inconvenientes irrazonables a usted.

La garantía no se aplica a ningún defecto o deficiencia originada por (i) un uso del Producto contrario a las instrucciones escritas de MAGICAD GROUP, como los requisitos del entorno operativo, (ii) cualquier modificación realizada sin la autorización de MAGICAD GROUP o (iii) el uso del Producto en combinación con cualquier producto o servicio no suministrado ni autorizado por MAGICAD GROUP.

SOPORTE TÉCNICO

MAGICAD GROUP puede, pero no está obligada a proporcionarle mantenimiento, soporte técnico u otros servicios de consultoría, corrección de errores o actualizaciones del Producto.

No obstante, si ha adquirido y pagado debidamente la versión comercial del Producto, MAGICAD GROUP le proporcionará de vez en cuando y de forma gratuita versiones de servicio que contengan correcciones menores de la última versión publicada del Producto.

DERECHOS DE PROPIEDAD Y CONFIDENCIALIDAD

La titularidad, propiedad y todos los derechos de propiedad intelectual del Producto pertenecen exclusivamente a MAGICAD GROUP o cualquier proveedor de MAGICAD GROUP. Se le concede solamente el derecho limitado de uso del Producto.

Los aspectos del Producto, incluido el diseño y la estructura específicos, y los códigos de activación de licencia que habilitan el uso del Producto son confidenciales y secretos comerciales de MAGICAD GROUP o de cualquier proveedor de MAGICAD GROUP. Deberá mantener dicha información como estrictamente confidencial y no la revelará a

ningún tercero ni la utilizará para ningún fin no autorizado. Estas obligaciones de confidencialidad siguen vigentes incluso después del término de su derecho a utilizar el Producto.

RESPONSABILIDAD LIMITADA

Debido al hecho de que la licencia del Producto se le otorga estrictamente «TAL CUAL», hasta el máximo nivel permitido por la legislación vigente, ni MAGICAD GROUP ni ningún proveedor de MAGICAD GROUP serán responsables de daño alguno, incluidos entre otros los daños directos, indirectos, especiales, consecuentes, punitivos o fortuitos, así como la pérdida de ingresos, ganancias o datos. En todo caso la responsabilidad máxima de MAGICAD GROUP será igual a la cantidad abonada por usted por el derecho a utilizar el Producto.

Estas limitaciones de responsabilidad constituyen una parte esencial de los presentes Términos.

LEGISLACIÓN Y JURISDICCIÓN

Su derecho a utilizar el Producto y estos Términos se regirán por la legislación sustantiva de Finlandia. Todas y cada una de las disputas que surjan de los presentes Términos deberán tratar de resolverse de manera amistosa. En caso de no alcanzar un acuerdo amistoso, la disputa se someterá al Tribunal de Distrito de Helsinki (Finlandia).

Tenga en cuenta que debe utilizar el Producto de conformidad con las leyes, reglamentos y normas de importación y exportación vigentes.

RESCISIÓN DE LA LICENCIA

Tanto MAGICAD GROUP como usted pueden rescindir con efecto inmediato los presentes Términos y la Licencia otorgada a continuación si:

La otra parte incumple sustancialmente cualquiera de sus obligaciones o:

(i) la otra parte entra en liquidación, (ii) se inicia un procedimiento para declarar a la otra parte en bancarrota o insolvente, (iii) la otra parte designa un administrador judicial con respecto a cualquiera de sus activos, (iv) si la otra parte es una sociedad, si alguno de los socios de la sociedad se declara en bancarrota o ejecuta una cesión en beneficio de sus acreedores o cualquier otro tipo de acuerdo de satisfacción de deuda con sus acreedores, (v) la otra parte queda sujeta a cualquier acto o proceso similar en cualquier otra jurisdicción, o bien (vi), en general, no puede hacer frente al pago de sus deudas cuando vencen.

ACUERDO COMPLETO Y ENMIENDAS

Estos Términos son parte integral del acuerdo entre usted y MAGICAD GROUP con respecto al uso del Producto, y sustituyen cualquier acuerdo y entendimiento anterior escrito u oral.

Todas y cada una de las enmiendas de los presentes Términos deberán realizarse por escrito y ser aceptadas expresamente tanto por usted como por MAGICAD GROUP.

CONTRATTO DI LICENZA CON L'UTENTE FINALE

Il presente Contratto di Licenza con l'utente finale ("Termini") si applica al software MagiCAD in forma di codice oggetto e alla relativa documentazione ("Prodotto") ordinato e messo a disposizione del licenziatario da MagiCAD Group Oy* ("MAGICAD GROUP"). In qualità di licenziatario o di utente personale autorizzato ("Utente"), l'Utente dichiara di aver letto il presente Contratto di licenza con l'utente finale e accetta di essere legalmente vincolato da questi Termini selezionando l'opzione "Accetto i termini del contratto di licenza" o utilizzando il Prodotto. Se non si è d'accordo con i presenti Termini, selezionare l'opzione "Non accetto i termini del contratto di licenza" e non utilizzare il Prodotto.

*In Cina, MagiCAD è concesso in licenza al licenziatario da Glodon Company Limited.

L'Informativa sulla privacy e i Termini di servizio di MAGICAD GROUP (quando si utilizzano prodotti e servizi online) sono qui incorporati e pubblicati su <https://www.magicad.com/it/magicad-privacy-policy/> e <https://auth.magicad.com/authserver/TermsOfService>. Il Cliente riconosce e accetta che l'Informativa sulla privacy e i Termini di servizio possono essere periodicamente modificati e che, a partire dalla data della loro entrata in vigore, sarà soggetto a tali modifiche.

Se si verificano discrepanze tra la versione inglese e la versione in qualsiasi altra lingua di questi Termini, la versione in lingua inglese avrà la precedenza.

CLAUSOLA GENERALE

L'Utente può scaricare una versione di valutazione del Prodotto, nel qual caso ha diritto solo a valutare il Prodotto prima di acquistare una versione commerciale dello stesso.

L'Utente è responsabile dell'acquisizione a proprie spese di tutti i necessari software di terze parti, attrezzature e telecomunicazioni richiesti per l'utilizzo del Prodotto.

Il Prodotto non è concepito né adatto all'uso da parte dei consumatori, ma solo delle imprese e delle organizzazioni senza scopo di lucro. Il Prodotto dovrà essere utilizzato solo per lo scopo per il quale è stato sviluppato (controllare la descrizione dettagliata e l'idoneità sul nostro sito web all'indirizzo www.magicad.com). Inoltre, il Prodotto non è progettato per essere tollerante ai guasti e quindi non è destinato ad essere utilizzato in ambienti pericolosi.

A scanso di equivoci, eventuali calcoli, dati o altri risultati generati dall'utilizzo del Prodotto sono solo di riferimento e devono essere verificati dall'Utente. Né MagiCAD Group né alcun fornitore di MagiCAD Group saranno responsabili dell'affidabilità e della validità dei risultati, in quanto è responsabilità dell'Utente assicurarsi che i risultati siano corretti.

LICENZE DELLA VERSIONE DI VALUTAZIONE, VERSIONE EDUCATIONAL, VERSIONE COMMERCIALE E VERSIONE DIMOSTRATIVA E DI FORMAZIONE

L'Utente dispone di un diritto limitato, non esclusivo e non trasferibile di installare e utilizzare il Prodotto. L'Utente dispone del diritto di fare e installare diverse copie del Prodotto a condizione che il possesso di copie multiple sia giustificabile per l'uso consueto del Prodotto. Tutte le copie devono includere avvisi riguardanti il copyright e altri diritti di MAGICAD GROUP.

Se ha scaricato una versione di valutazione del Prodotto, l'Utente è autorizzato a utilizzare il Prodotto gratuitamente al solo scopo di valutare le caratteristiche e l'usabilità del Prodotto per un periodo di licenza specificato separatamente.

La versione educational del Prodotto è destinata a (i) istituti di formazione, (ii) studenti, (iii) altri licenziatari del settore dell'istruzione autorizzati da MAGICAD GROUP. Se l'Utente ha scaricato una versione per la didattica del Prodotto come istituto di formazione o altro licenziatario del settore dell'istruzione autorizzato da MAGICAD GROUP, ha il diritto di utilizzare il Prodotto, contro pagamento dei costi di licenza applicabili, rigorosamente all'interno di un solo Istituto e solo per gli scopi didattici di tale Istituto per un periodo di licenza specificato separatamente e per il numero massimo di utenti personali simultanei per cui è stata acquistata la licenza. Gli studenti sono autorizzati ad usare il Prodotto solo per scopi didattici per un periodo di licenza specificato separatamente. Agli studenti può essere richiesto di fornire prova della propria iscrizione a Istituti di formazione o dovranno essere altrimenti approvati da MAGICAD GROUP. Le caratteristiche e le funzionalità della versione educational del Prodotto possono differire dalle caratteristiche e dalle funzionalità della versione commerciale del Prodotto. Ai fini di questa clausola, per "Istituto" si intende un Istituto di istruzione che rilascia diplomi o certificati; per "utente personale" si intende lo studente o il membro della facoltà dell'Istituto; per "Studente" si intende una persona individuale iscritta come studente presso un Istituto di istruzione e per "Scopi educativi" si intendono attività educative interne, che escludono tutti gli scopi didattici o di altro genere a fini commerciali o a scopo di lucro, e che si svolgono solo in e da tali luoghi che non sono gestiti per scopi commerciali o a scopo di lucro.

Se l'Utente dispone di una versione commerciale del Prodotto, è autorizzato all'utilizzo del Prodotto, contro pagamento dei costi di licenza applicabili, esclusivamente all'interno di una persona giuridica identificata tramite ID aziendale individuale e solo per gli scopi commerciali interni di tale entità, e nel modo previsto (come descritto sul nostro sito web all'indirizzo www.magicad.com), per un periodo di licenza specificato separatamente e per il numero massimo di utenti personali simultanei per cui sono state acquistate le licenze.

I rivenditori autorizzati di MAGICAD GROUP, i produttori che ordinano i servizi dati del prodotto da MAGICAD GROUP o altri partner e agenti possono ottenere la versione dimostrativa e di formazione che si può utilizzare per la dimostrazione del Prodotto, per testare i risultati dei servizi dati del prodotto, vendere le proprie soluzioni e formare i dipendenti. Tuttavia, queste licenze non devono essere rivendute o utilizzate per attività dirette di generazione di reddito (esclusi i corsi di formazione per i clienti), scopi commerciali (esclusi i corsi di formazione per i clienti), o scopi personali.

Dopo la scadenza del periodo di licenza, il Prodotto può disattivarsi automaticamente e l'Utente dovrà interrompere l'utilizzo del Prodotto e distruggere la copia del software installato. Tuttavia, a seconda della disponibilità del Prodotto, è possibile acquistare una (nuova) versione commerciale del Prodotto o una versione per la didattica, ove applicabile.

L'Utente non potrà (i) modificare, aggirare qualsiasi limitazione tecnica, decompilare, disassemblare, analizzare tramite ingegneria inversa, o altrimenti tentare di esaminare la funzione o la struttura del Prodotto, creare opere derivate basate sul Prodotto, utilizzare file, librerie o altre parti separate dal Prodotto in connessione con software di terze parti a meno che ciò non sia espressamente consentito dalle specifiche del Prodotto; o (ii) cedere, trasferire, concedere in sublicenza, affittare, dare in pegno, o altrimenti distribuire o rendere disponibile il Prodotto o il proprio diritto limitato di utilizzare il Prodotto; salvo nella misura in cui sia altrimenti espressamente previsto da disposizioni obbligatorie della legge applicabile.

USO DEI PRODOTTI

Salvo diversa indicazione nel contratto di fornitura, il diritto di utilizzare i Prodotti sarà valido nell'ambito della persona giuridica dell'Utente. Nulla di quanto contenuto nei presenti Termini consente all'Utente di installare o accedere al Prodotto al di fuori della propria persona legale (incluso, a titolo indicativo ma non esaustivo, l'uso di macchine virtuali o altre tecnologie).

CONTROLLO DELLE ESPORTAZIONI E SANZIONI INTERNAZIONALI

Il Cliente non deve accedere, scaricare, utilizzare o esportare il Prodotto in violazione delle normative UE e ONU sul controllo delle esportazioni e delle sanzioni internazionali. Il Cliente non deve accedere o utilizzare alcun Prodotto da un luogo sanzionato dall'UE e dalle Nazioni Unite o se l'Utente è iscritto in un elenco di sanzioni internazionali.

Il Cliente accetta e certifica che non trasferirà o concederà l'accesso al Prodotto ad alcun paese, persona o entità soggetta a restrizioni all'esportazione e sanzioni internazionali dell'UE e/o degli Stati Uniti.

Il Cliente è l'unico responsabile del rispetto di tutti i requisiti di controllo delle esportazioni e delle sanzioni internazionali applicabili e difenderà, indennizzerà e manleverà MAGICAD GROUP da qualsiasi responsabilità (incluse le spese legali) derivante dal mancato rispetto dei termini di questa sezione.

MAGICAD GROUP si riserva il diritto di sospendere o terminare il Prodotto per mancato rispetto delle normative sul controllo delle esportazioni e delle sanzioni internazionali, o se MAGICAD GROUP determina a sua esclusiva discrezione che le sanzioni e/o leggi e regolamenti relativi al controllo delle esportazioni limitano la fornitura di servizi al Cliente.

GARANZIA LIMITATA ED ESCLUSIONE DI RESPONSABILITÀ

MAGICAD GROUP garantisce le prestazioni del Prodotto nell'uso previsto, come specificato nella relativa documentazione. La garanzia è valida per un periodo di sessanta (60) giorni a partire dal giorno della consegna. MAGICAD GROUP correggerà gli errori sostituendo le versioni difettose del Prodotto con una nuova versione aggiornata o una versione service pack. Altrimenti, MAGICAD GROUP può suggerire una soluzione alternativa se ciò non causa inconvenienti irragionevoli.

La garanzia non è applicabile a qualsiasi difetto o carenza derivante da (i) uso del Prodotto in contrasto con le istruzioni scritte di MAGICAD GROUP, come i requisiti sull'ambiente operativo, (ii) qualsiasi modifica effettuata senza l'autorizzazione di MAGICAD GROUP o (iii) uso del Prodotto in abbinamento a qualsiasi prodotto o servizio non fornito o autorizzato da MAGICAD GROUP.

ASSISTENZA

MAGICAD GROUP può, ma non è obbligata, fornire all'Utente servizi di manutenzione, assistenza o altri servizi di consulenza o aggiornamenti del Prodotto.

Tuttavia, se l'Utente ha acquistato e debitamente pagato la versione commerciale del Prodotto, MAGICAD GROUP può fornire all'Utente, di tanto in tanto, aggiornamenti gratuiti contenenti correzioni minori dell'ultimo rilascio del Prodotto.

DIRITTI DI PROPRIETÀ E RISERVATEZZA

La titolarità, la proprietà e tutti i diritti di proprietà intellettuale del Prodotto appartengono esclusivamente a MAGICAD GROUP o a qualsiasi fornitore di MAGICAD GROUP. Viene concesso all'Utente solo un diritto limitato di utilizzare il Prodotto.

Gli aspetti del Prodotto, compresi il design e la struttura specifici e i codici di attivazione delle licenze che consentono l'uso del Prodotto, sono riservati e segreti commerciali di MAGICAD GROUP o di qualsiasi fornitore di MAGICAD GROUP. Tali informazioni dovranno rimanere strettamente confidenziali e non dovranno essere divulgate a terzi né utilizzate per scopi non autorizzati. Tali obblighi di riservatezza rimangono in vigore anche dopo il termine del diritto dell'Utente di utilizzare il Prodotto.

RESPONSABILITÀ LIMITATA

Per il fatto che il Prodotto è concesso in licenza all'Utente rigorosamente "nello stato in cui si trova", nel limite massimo consentito dalla legge applicabile, né MAGICAD GROUP né alcun fornitore di MAGICAD GROUP saranno responsabili per eventuali danni di qualsiasi tipo, compresi, a titolo indicativo ma non esaustivo, danni diretti, indiretti, speciali, consequenziali, punitivi o incidentali, e la perdita di ricavi, profitti o dati. In ogni caso la responsabilità massima di MAGICAD GROUP sarà pari all'importo pagato dall'Utente per il diritto di utilizzare il Prodotto.

Queste limitazioni di responsabilità costituiscono una parte essenziale dei presenti Termini.

DIRITTO APPLICABILE E FORO COMPETENTE

Il diritto di utilizzare il Prodotto e i presenti Termini saranno disciplinati dalle leggi sostanziali della Finlandia. Tutte le controversie derivanti dai presenti Termini saranno risolte in via amichevole. Nel caso in cui non si raggiunga un accordo amichevole, la controversia sarà sottoposta alla Corte distrettuale di Helsinki, Finlandia.

Si ricorda che il Prodotto deve essere utilizzato in conformità con le leggi, i regolamenti e le norme applicabili in materia di esportazione e importazione.

CESSAZIONE DELLA LICENZA

Sia MAGICAD GROUP che l'Utente possono recedere con effetto immediato dai presenti Termini e dalla Licenza qui concessa se:

L'altra parte commette una violazione sostanziale di uno qualsiasi dei suoi obblighi o:

l'altra parte (i) viene posta in liquidazione, o (ii) viene avviato un procedimento volto a dichiarare l'altra parte fallita o insolvente, o (iii) viene nominato un curatore in relazione a qualsiasi suo bene, o (iv) se l'altra parte è una società di persone, se uno dei soci è dichiarato fallito o esegue una cessione a vantaggio dei propri creditori o si accorda diversamente con i creditori per la composizione del debito, o (v) è soggetto a qualsiasi atto o processo simile in qualsiasi altra giurisdizione, o (vi) diventa generalmente incapace di pagare i propri debiti alla scadenza.

INTERO ACCORDO E MODIFICHE

I presenti Termini sono parte integrante dell'accordo tra l'Utente e MAGICAD GROUP per quanto riguarda l'uso del Prodotto e sostituiscono qualsiasi precedente accordo scritto o verbale.

Qualsiasi modifica ai presenti Termini deve essere fatta per iscritto ed espressamente accettata sia dall'Utente che da MAGICAD GROUP.

**Special terms regarding Ecodial engine (integral part of MagiCAD Revit Electrical)
LICENSING END USER LICENSE AGREEMENT (the "EULA")
(version 5.0, 20.04.2018)**

IMPORTANT—READ CAREFULLY:

PLEASE CAREFULLY READ THIS EULA AS IT GOVERNS YOUR USE OF THE ACCOMPANYING SOFTWARE PRODUCT WHETHER YOU OBTAINED THE SOFTWARE PRODUCT ELECTRONICALLY, VIA DOWNLOAD OR ON CD, DISC OR OTHER MEDIA. ADDITIONALLY, THIS EULA GOVERNS YOUR USE OF THE SOFTWARE PRODUCT WHETHER YOU WERE GRANTED A TRIAL, EVALUATION, DEMONSTRATION, STANDARD OR ANY OTHER TYPE OF LICENSE TO USE THE SOFTWARE PRODUCT.

TO CONFIRM YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS EULA AND YOUR AGREEMENT TO BE BOUND BY THIS EULA, CLICK THE APPROPRIATE BUTTON APPEARING ON YOUR SCREEN DURING THE INSTALLATION PROCESS. IF YOU DO NOT WISH TO BECOME A PARTY TO THIS EULA AND DO NOT AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, CLICK THE CONVERSE APPROPRIATE BUTTON OR THE CANCEL BUTTON: THIS WILL AUTOMATICALLY ABORT THE INSTALLATION PROCESS: IN SUCH LATTER CASE, IF THE SOFTWARE PRODUCT HAS ALREADY BEEN PROVIDED TO YOU AS A PHYSICAL COPY, YOU MUST RETURN THE SOFTWARE PRODUCT WITHIN THIRTY (30) DAYS OF RECEIPT THEREOF (INCLUDING ALL ACCOMPANYING PRINTED MATERIALS, ALONG WITH THEIR CONTAINERS) TO THE PLACE FROM WHICH YOU OBTAINED IT. IF THE SOFTWARE PRODUCT HAS BEEN PROVIDED TO YOU AS A DOWNLOAD, YOU MUST IMMEDIATELY DELETE OR EXPUNGE THE SOFTWARE INCLUSIVE ALL RELATED FILES AND ANY OTHER ELECTRONIC MATERIAL-FROM YOUR COMPUTERS, HARD DISKS, SERVERS, TABLETS, SMART PHONES OR OTHER DEVICES CONTAINING THE SOFTWARE PRODUCT.

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- 11.1 The Software Product may embed or be provided to You with third party software(s), in unmodified or modified form. In such case Schneider Electric shall make such information available to You.
- 11.2 By accepting this EULA, You are also accepting the terms and conditions of the software licenses from any third party (hereinafter "**Alternative Licenses**") owning the intellectual property rights in said third party software(s), and any use You will make of any such third party software(s) being part of the Software Product is subject to the terms of those Alternative Licenses. Further to the above, in relation to parts of the Software Product that are subject to Alternative Licenses, Schneider Electric's liability shall be further limited in accordance with the terms and conditions of such Alternative License and Schneider Electric will in no event be subject to a wider or more substantial liability than what is evident from such Alternative Licenses, unless and to the extent applicable mandatory law requires otherwise.
- 11.3 Further, the Software Product may contain code, including third party code, for which Schneider Electric is required to provide attribution. Some of this code may be released under Alternative License terms. Such code is not licensed under this EULA and shall be subject only to the Alternative License which shall constitute the sole license for such code and shall govern the relation between You and the alternative licensor. This EULA does not alter any rights or obligations You may have under these Alternative Licenses. Schneider Electric provides no warranty whatsoever in relation to code subject to such Alternative Licenses, unless and to the extent applicable mandatory law requires otherwise.
- 11.4 If you wish to use the Software Product in a specific combination with other software or devices as may be intended by You, You must, at Your own risk and expense, acquire and maintain any such other software or devices, including proper licenses from such third parties. If You do not acquire and maintain appropriate third party licenses and if this somehow results in a third party

raising a claim against Schneider Electric, You shall indemnify Schneider Electric against any such third party claim. In case the Software Product includes access to a software development kit (hereinafter "**SDK**") which allows the development of any interface between third party software and the Software Product, Schneider Electric shall not be responsible for any development performed by You through the use of SDK, and Schneider Electric shall have no responsibility to provide You any support in relation thereto and shall not be liable for Your use of SDK or any damages it may cause to You or any third party.

- 11.5 If Your use of SDK somehow results in a third party raising a claim against Schneider Electric, You shall indemnify Schneider Electric against any such third party claim.

12. DATA PROTECTION/CONSENT TO USE DATA

- 12.1 With respect to the processing of any personal data under or in relation to this EULA or the use of the Software Product, each party agrees to comply with its respective obligations under any local applicable data protection laws or regulations in the relevant jurisdiction.

- 12.2 In addition to the Software Update Utility (also known as "SESU") described in Section 5.3, You acknowledge that some Software Products may include analytic and diagnostic features which enable Schneider Electric to gather technical and End User information from the Software Product. You agree that Schneider Electric may collect and use such technical and End User information for analytic and diagnostic purposes and to improve the user experience with the Software Product and/or with other products and services offered by Schneider Electric. If any of the information so collected contains personal information (such as email address, username and password or location) Schneider Electric will process such information in accordance with Schneider Electric's Data Privacy Policy which is available at <https://www.schneider-electric.com/en/about-us/legal/data-privacy.jsp>.

13. AUDIT

- 13.1 You agree to make all applicable records available for review by Schneider Electric during Your normal business hours so as to permit Schneider Electric (upon reasonable written notice to You) to verify Your compliance with the terms and conditions of this EULA. Further, You agree that upon the request of Schneider Electric or Schneider Electric's authorized representative, You will promptly document and certify in writing to Schneider Electric that Your and Your employees' use of the Software Product complies with the terms and conditions of this EULA.
- 13.2 Schneider Electric may (upon reasonable written notice) inspect Your use of the Software Product during Your normal business hours to ensure Your compliance with this EULA. If the results of any such review or inspection indicate Your unlicensed or non-compliant use of the Software Product or the underpayment by You of applicable fees (if any) contractually due and payable to Schneider Electric, You shall: (i) immediately pay sufficient fees to cover Your actual use of the Software Product, or such amounts of fees remaining due to Schneider Electric and (ii) reimburse Schneider Electric for the cost of such review or inspection.

14. EXPORT CONTROL

The export of products, software, technology or information may be subject to control or restriction by applicable laws or regulations on the control of export, notably the United States Export Administration Act and the regulations there under, and the European Union Regulation 428/2009 applicable to dual use and cryptographic products and technologies. You are solely responsible for

determining the existence and application of any such law or regulation to any proposed export of the Software Product by You or Your representatives and for performing any declaration or obtaining any required authorisation in relation therewith. You agree not to export the Software Product from any country in violation of any applicable legal or regulatory obligations or restrictions on that export. In the event the aforementioned legal or regulatory obligations or restrictions are violated by You or any of Your representatives in relation with the export of the Software Product, You shall indemnify and hold Schneider Electric harmless from any claims, losses, costs or expenses and compensate the same against any damages which any third party (including but not limited to governmental and/or international authorities and/or organizations) will claim against Schneider Electric as the result of any such violation by You or Your representative(s).

15. ASSIGNMENT

Your rights or obligations under this EULA may not be sold, sub-licensed, rented, assigned, delegated, transferred or otherwise conveyed by You or Your representatives without Schneider Electric's prior express written consent. Schneider Electric may assign this license to any company within the Schneider Electric Group of companies or to any company it may acquire control of or merge with.

16. DURATION AND TERMINATION

- 16.1 The license right granted to You under this EULA shall come into effect as of the date of Your acceptance of the terms hereof and shall remain effective unless such license right expires or terminates when (i) such license right was granted to You for a limited period of time in accordance with Section 2 and such limited time period expires, or (ii) such license right was granted to You under a trial period in accordance with Section 2 and You do not further activate it upon expiry of said trial period as per Section 2, (iii) this EULA is terminated by either Schneider Electric or You with immediate effect if, respectively, You or Schneider Electric fail to comply with any of its obligations under this EULA.
- 16.2 Upon expiration or termination of the license right granted to You hereunder, You undertake to immediately discontinue use of the Software Product and You must (i) if the Software Product has been provided to You as a physical copy, destroy and delete the Software Product and related copies and data, including without limitation those stored on Your computer hard disks or servers, including all accompanying printed materials along with their containers to the place from which You obtained the Software Product, and (ii) if the Software Product has been provided to You as a download, delete or expunge the Software Product, inclusive all related files and any other electronic material, from Your computer, hard disks, servers or other Device containing it. For both (i) and (ii) You shall upon the request from Schneider Electric provide Schneider Electric with a written certification that You have carried out the required actions set out in this Section 16.2.
- 16.3 Termination of the license granted to You hereunder does not affect any rights or remedies which may have accrued before said termination to the benefit of Schneider Electric under this EULA, at law or otherwise.

17. MISCELLANEOUS

- 17.1 This EULA, including its Appendices, constitutes the entire agreement between You and Schneider Electric in relation to Your right to use the Software Product and replaces any previous agreement or understanding, whether oral, electronic

or written, in relation with the same subject matter. Documentation forms an integral part of the license granted under this EULA. In case of a discrepancy between the terms of this EULA and the provisions of the Documentation, the terms of this EULA shall prevail. Should they differ, the terms of the printed version of this EULA, which may be supplied with the Software Product package, shall prevail over those that may be read on a computer screen.

- 17.2 Should any of the provisions of this EULA be held invalid, illegal or unenforceable by a competent jurisdiction, You and Schneider Electric shall take all reasonable steps in order to modify such provision to render it valid and enforceable, bearing in mind their original intentions, and such provision as modified shall be fully enforced by You and Schneider Electric; all other provisions shall remain valid and unaffected by such declared invalidity, illegality or non-enforceability.
- 17.3 No failure or delay on the part of either You or Schneider Electric in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.
- 17.4 Headings in this EULA are just for ease of reference and will not affect its interpretation.
- 17.5 Words expressed in the singular include the plural and vice versa.
- 17.6 Section 7, 8, 9, 10, 11, 12 and 14 of this EULA shall survive termination of this EULA or expiration of the license right granted to You under this EULA in accordance with Section 16.1. Furthermore, provisions that by their nature are intended to survive termination or expiration of this EULA and the license right granted to You hereunder, shall survive such termination or expiration. Additionally, all of Your indemnity obligations set forth in this EULA shall survive termination or expiration of this EULA.

18. APPLICABLE LAW & DISPUTES

- 18.1 This EULA shall be exclusively governed by the laws of the country (on both federal and state level, when applicable) where Schneider Electric has its registered office or principal place of business, to the exclusion of said country's conflict of law rules. To the extent possible, Schneider Electric and You agree that the United Nations Convention on the International Sale of Goods shall not apply to this EULA.
- 18.2 All disputes arising out of or in connection with this EULA shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with said Rules. The arbitration shall be conducted in the English language in the country where Schneider Electric has its registered office or principal place of business. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA OR THE RULES OF ARBITRATION, THE ARBITRATOR IS NOT EMPOWERED TO AWARD DAMAGES IN EXCESS OF THE COMPENSATORY DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPERT WITNESS FEES) OR IN EXCESS OF THE LIMITATIONS OF LIABILITY AND DAMAGES SET FORTH IN THIS EULA, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO RECOVER SUCH DAMAGES (INCLUDING, WITHOUT LIMITATION, PUNITIVE DAMAGES), IN ANY FORUM. THE ARBITRATOR WILL BE REQUIRED TO FOLLOW THE APPLICABLE LAW AS SET FORTH IN SECTION 18.1 AND FOLLOW THE TERMS OF THIS EULA. The arbitrator may award equitable relief in those circumstances where monetary damages would be inadequate. The successful or prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees and other costs of arbitration, in addition to such other relief to which it may be entitled.

18.3 You acknowledge and accept that Schneider Electric will be irreparably damaged (and damages at law may be an inadequate remedy) if You breach any provision of this EULA and such provision is not specifically enforced. Therefore, in the event of a breach or threatened breach by You of this EULA, Schneider Electric shall be entitled, in addition to all other rights or remedies, to (a) an injunction or other injunctive relief restraining such breach, without being required to show any actual damage or to post an injunction or other bond; or (b) a decree for specific performance of the applicable provision of this Agreement; or (c) both to the extent permitted by applicable law in the country where Schneider Electric has its registered office or principal place of business and/or, as relevant in the context, where You will install, copy, run or otherwise use the Software Product, on either federal or state level when applicable.

19. LEGAL EFFECT

In specific jurisdictions, as stated in Appendix 1 to this EULA, different regulations may impose different terms to apply between Schneider Electric and You in relation with Your use of the Software. All the terms of this EULA that are not amended by the terms defined in said jurisdictions as stated in Appendix 1 shall apply between Schneider Electric and You in such jurisdictions.

APPENDIX 1 TO END-USER LICENSE AGREEMENT

SPECIFIC REGULATIONS / TERMS IN VARIOUS JURISDICTIONS

USA:

In complement to what is stated in Section 2 **"Restrictions"**, a) - e) above:

The Software Product is a "Commercial Item(s)," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through § 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this EULA. Manufacturer is Schneider Electric.

ARGENTINA:

Subsection 9.2 of Section 9 **"Warranties"**, shall be replaced as follows:

9.2 The warranty period shall be of one hundred and eighty (180) days from the date of delivery of the Software Product to You.

The language in which the arbitration mentioned in Subsection 18.2 of Section 18 **"Applicable Law & Disputes"** shall be conducted shall be Spanish.

AUSTRALIA:

Subsection 9.6 of Section 9 **"Warranties"** shall be replaced as follows:

9.6 Certain legislation, including the Australian Consumer Law, may imply warranties or conditions or impose guarantees or obligations upon Schneider Electric which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. Subject to this section 9.6 Schneider Electric limits its warranty in respect of any claim under the provisions to, at Schneider Electric's option:

- (i) the replacement of Software Products or the supply of equivalent Software Products;
- (ii) the repair of the Software Products;
- (iii) the payment of the cost of replacing the Software Products or of acquiring equivalent Software Products; or
- (iv) the payment of the cost of having the Software Products repaired.

BRAZIL:

Subsection 2.2 (v) of Section 2 **"Restrictions"**, shall be replaced as follows:

- (v) directly or indirectly, export, re-export, download, or ship the Software Product in violation of the laws and regulations of the U.S.A. or the applicable jurisdiction in which You use or are downloading the Software Product, in specially in violation of the Law n. 9.609 dated February 19, 1998 and regulations of the Brazil.

Section 18 "**Applicable Law & Disputes**": Applied the Rules of Arbitration of the Chamber of Commerce Brazil - Canadá located in São Paulo City, State of São Paulo, Brazil.

CANADA:

The following Sections shall be added:

Application of Local Mandatory Laws

The Parties do not intend that execution of this EULA to override or exclude the application of any mandatory local laws or legislation. The parties further agree to execute any necessary amendments to take into account any mandatory local laws or legislation applicable at the effective date.

Langue Français / French Language

Les parties aux présentes ont demandé que les Conditions de vente soient rédigées en langue anglaise. You agree to this Eula be drawn up in the English language only.

GERMANY

Section 9 "**Warranties**" shall be replaced as follows:

9. WARRANTIES

9.1 Schneider Electric warrants that for a period of twelve (12) months from the date of its delivery to You by Schneider Electric or its authorised reseller (or any other warranty period depending upon the Software Product's reference and its related description available from Schneider Electric website), (i) the Software Product will perform substantially in accordance with its specifications as described in the Documentation, and (ii) the medium on which the Software Product is provided to You (if provided under a tangible form) and the License Key (if any) will be free from defects in materials and workmanship.

If the Software Product does not function as warranted during the warranty period Schneider Electric will, at Schneider Electric's option either fix the defect or non-compliance or replace the defective Software Product, the medium or the License Key without charge to You, provided that (i) You give notice of the defect to Schneider Electric or its authorised reseller within the above mentioned warranty period, and (ii) the defect does not fall under the exclusions set under Section 9.4 below. In the event Schneider Electric is not able to remedy a defect or non-compliance during the warranty period after having had reasonable opportunity to do so, You may either adequately reduce the fees paid or - unless the defect or non-compliance is non-material - rescind from the contract for the affected Software Product.

9.2 Schneider Electric's warranty shall be excluded to the extent the Software Product, its medium or License Key has been altered without prior written authorization by Schneider Electric or fails to perform in any way, as the result of Your negligent or unauthorized use such as, for instance but not limited to, the use of the Software Product with third party products (hardware, software, firmware or operating system) which are not intended by Schneider Electric for use with the Software Product, or the utilization of an improper hardware or software key (if applicable) with the Software Product, or the unauthorized maintenance of the Software Product.

Any replacement Software Product, media or License Key supplied to You pursuant to Section 9.1 hereinabove will be warranted for the remainder of the original warranty period or six (6) months, whichever is longer.

- 9.3 Schneider Electric's warranty shall also be excluded in case of defect or malfunction of the Software Product, to the extent such defect or malfunction could have been prevented by implementing the Software Product update or upgrade made available by Schneider Electric pursuant to Section 5.4, which You were entitled and encouraged to do.
- 9.4 The foregoing defines Schneider Electric's entire warranty obligations to You except as otherwise required by applicable statutory law.
- 9.5 No oral or written information, statement, opinion or advice allegedly given by Schneider Electric, its authorized resellers, agents or employees, or anyone else on its behalf, shall create any liability or in any way extend or vary the scope of the warranties expressed in this EULA.

Subsections 10.1 to 10.3 of Section 10 "**Liabilities**" shall be replaced as follows:

10. LIABILITIES

- 10.1 Unless stipulated otherwise in the EULA including the following provisions, Schneider Electric shall be liable for breaches of contractual and non-contractual duties pursuant to the applicable statutory provisions.
- 10.2 Schneider Electric can be held liable for damages - irrespective of their legal grounds - in cases of intent and gross negligence. In cases of slight negligence, Schneider Electric shall only be liable
- a) for damages resulting from injuries to life, body or health,
 - b) for damages resulting from an infringement of an essential contractual obligation (an obligation which must be fulfilled to enable a due performance of the contract and on whose fulfillment the contractual partner generally relies and may rely); however, in this case Schneider Electric's liability shall be limited to compensation for the foreseeable, typically occurring damage,
 - c) for damages resulting from a loss of data Schneider Electric's liability shall be limited to the typical recovery effort that a diligent user would incur using regularly and risk-adequate created backup copies.
- 10.3 The limitations of liability pursuant to Section 10.2 shall not apply where Schneider Electric fraudulently concealed a defect or guaranteed the quality of the Software Products. The same applies to claims of You pursuant to the German Product Liability Act (ProdHaftG). An exclusion or restriction of Schneider Electric's liability also applies with respect to Schneider Electric's statutory representatives and vicarious agents.

PERU:

The third paragraph of the introduction IMPORTANT - READ CAREFULLY shall be replaced as follows:

This EULA is a legal agreement between your corporation, company or other legal entity, to which the Software Product has been provided, (hereinafter "You"), and Schneider Electric (as defined hereunder). You declare that any person acting on your behalf or in your interest and completing the installation of the Software Product has the mandate or legal authority to bind You and confirm Your acceptance of the terms and conditions of this EULA. If a system integrator, contractor, consultant or any other party installs or uses the Software Product on Your behalf, in your interest or prior

to Your use of the Software Product, such party will be deemed to be Your agent or representative acting on Your behalf, and You will be deemed to have accepted all of the terms and conditions contained in this EULA as if You had installed or used the Software Product Yourself. If You are a third party (e.g. a system integrator, contractor, consultant or any other third party) installing or using the Software Product on behalf of, in the interest of or prior to an end user- or licensee- of the Software Product (hereinafter "End User"), it is Your responsibility to ascertain that You have obtained the mandate or legal authority to bind the End User to this EULA.

Subsection 3.2 (iv) of Section 3 "**Description of Other Rights**" shall be replaced as follows:

3.2 Authorized Applications.

(...)

- (vi) You indemnify, hold harmless, and defend Schneider Electric from and against any claims whether based in contract, warranty, tort (including negligence), strict liability, statute or otherwise, including, without limitation, damages for loss of business, loss of chance, loss of profits, business interruption, lawsuits, including attorneys' fees, loss of data, moral damage, or for any other pecuniary or non-pecuniary loss or damage, either directly or indirectly, either foreseeable or unforeseeable, that arise or result from the use or distribution of Your Authorized Applications, provided however that Your contractual obligation of indemnification shall not extend to the percentage of the claimant's damages or injuries or the settlement amount attributable to Schneider Electric's fault or to strict liability imposed upon Schneider Electric as a matter of law in any country (on either federal or state level, when applicable); the foregoing obligation of indemnification shall survive the expiry or termination of this EULA until any possibility for such claims to arise is completely extinguished; and

Subsection 3.3 (v) of Section 3 "**Description of Other Rights**" shall be replaced as follows:

3.3 Embedding or integrating the Software Product. You may embed or otherwise integrate the Software Product within Your own product or a third party product, provided that:

(...)

- (v) You indemnify, hold harmless, and defend Schneider Electric from and against any claims whether based in contract, warranty, tort (including negligence), strict liability, statute or otherwise, including, without limitation, damages for loss of business, loss of chance, loss of profits, business interruption, lawsuits, including attorneys' fees, loss of data, moral damage or for any other pecuniary or non-pecuniary loss or damage, either directly or indirectly, either foreseeable or unforeseeable, that arise or result from You embedding the Software Product or otherwise integrate the Software Product within Your own product or a third party product, provided however that Your contractual obligation of indemnification shall not extend to the percentage of the claimant's damages or injuries or the settlement amount attributable to Schneider Electric's fault or to strict liability imposed upon Schneider Electric as a matter of law in any country (on either federal or state level, when applicable); the foregoing obligation of indemnification shall survive the expiry or termination of this EULA until any possibility for such claims to arise is completely extinguished; and

Subsection 10.2 of Section 10 Liabilities shall be replaced as follows:

10.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA OR IN THE ORDER CONFIRMATION, IN NO EVENT SHALL SCHNEIDER ELECTRIC NOR ANYONE ELSE WHO HAS BEEN

INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE PRODUCT, INCLUDING BUT NOT LIMITED TO SCHNEIDER ELECTRIC'S LICENSORS, BE LIABLE FOR ANY INDIRECT, INTANGIBLE, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS, EXPENSE OR CAUSE OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF CHANCE, LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, BUSINESS GOODWILL, LOSS OF DATA, MORAL DAMAGE OR FOR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE OR MISUSE OF THE SOFTWARE PRODUCT, EVEN IF SCHNEIDER ELECTRIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The following sentence will be inserted at the end of Subsection 10.7 of Section 10 Liabilities:

You declare that Schneider electric does not perform any processing on data on your behalf or in your interest and, therefore, must not be considered as a *data processor*.

Subsection 18.1 of Section 18 "**Applicable Law & Disputes**" shall be replaced as follows:

18.1 This EULA shall be exclusively governed by the laws of the Republic of Peru, to the exclusion of said country's conflict of law rules. To the extent possible, Schneider Electric and You agree that the United Nations Convention on the International Sale of Goods shall not apply to this EULA.

POLAND:

Subsection 10.8 of Section 10 "**Liabilities**" shall be replaced as follows:

10.8 The limitations or exclusions of warranties and liability contained in this EULA shall apply only to the extent permitted by the law applicable to this EULA and, in particular, do not affect or prejudice the statutory rights which, as the case may be, will benefit You under any mandatory or public order laws or regulation applicable in any such country (on either federal or state level, when applicable). In particular Schneider Electric can be held liable for damages - irrespective of their legal grounds - in cases of intent and gross negligence or damages resulting from injuries to life, body or health.

Section 15 "**Assignment**" shall be replaced as follows:

Your rights or obligations under this EULA may be sold, sub-licensed, rented, assigned, delegated, transferred or otherwise conveyed by You or Your representatives only upon Schneider Electric's prior express written consent otherwise being null and void. Schneider Electric may assign this license to any company within the Schneider Electric Group of companies or to any company it may acquire control of or merge with.

Subsection 18.2 of Section 18 "**Applicable Law & Disputes**" shall be replaced as follows:

18.2 Without prejudice the statutory rights which, as the case may be, will benefit You under any mandatory or public order laws or regulation applicable, all disputes arising out of or in connection with this EULA shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with said Rules. The arbitration shall be conducted in the English language in the country where Schneider Electric has its registered office or principal place of business. Judgment upon the award rendered by the arbitrator may be entered by any court

having jurisdiction thereof. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA OR THE RULES OF ARBITRATION, THE COURT IS NOT EMPOWERED TO AWARD DAMAGES IN EXCESS OF THE COMPENSATORY DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPERT WITNESS FEES) OR IN EXCESS OF THE LIMITATIONS OF LIABILITY AND DAMAGES SET FORTH IN THIS EULA, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO RECOVER SUCH DAMAGES (INCLUDING, WITHOUT LIMITATION, PUNITIVE DAMAGES), IN ANY FORUM. THE COURT WILL BE REQUIRED TO FOLLOW THE APPLICABLE LAW AS SET FORTH IN SECTION 18.1 AND FOLLOW THE TERMS OF THIS EULA. The court may award equitable relief in those circumstances where monetary damages would be inadequate. The successful or prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees and other costs of proceedings, in addition to such other relief to which it may be entitled.

RUSSIA:

Section 9 "**Warranties**" shall be replaced as follows:

9.1 All other warranties, whether express or implied, statutory or otherwise are excluded.

9.2 Although Schneider Electric has taken reasonable steps to scan the Software Product for virus, bugs and other anomalies using commercially available means, Schneider Electric does not represent nor warrant that the Software Product is error free nor, if such errors exist, that they can be fixed. The Software Product under the above license is provided to You on an "as is" basis.

In complement to what is stated in Section 14 "**Export Control**" above:

The Software Product under this EULA contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. You acknowledge and agree that the supply, assignment and/or usage of the Software Product and/or the embedded technologies under this EULA shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations. Unless applicable export license/s has been obtained from the relevant authority and the Schneider Electric has approved, the Software Product shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. You also agree that the Software Product will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Schneider Electric from fulfilling any order, or would in Schneider Electric's judgment otherwise expose Schneider Electric to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Schneider Electric shall be excused from all obligations under such order and/or this EULA.

In complement to what is stated in Section 17 "**Miscellaneous**" above:

The parties of this EULA accept the performance of procedures for the prevention of corruption and monitor their compliance. The parties shall take all reasonable efforts to minimize the risk of business with counterparties, which may be involved in corrupt practices and provide mutual assistance in order to prevent corruption. With this the parties shall ensure the implementation of audit procedures in order to prevent risk of the parties' involvement in corrupt practices.

Subsection 18.2 of Section 18 "**Applicable Law & Disputes**" shall be replaced as follows:

18.2 All disputes arising out of or in connection with this EULA shall be submitted to the Court on Intellectual Rights (Russia, Moscow).

UNITED KINGDOM AND IRELAND

The Country shall be United Kingdom and/or Ireland as applicable and all references to country, jurisdiction and applicable statutes shall be construed accordingly.

Subsection 10.2, 10.3 and 10.5 of Section 10 "**Liabilities**" shall be replaced as follows:

10.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA OR IN THE ORDER CONFIRMATION, IN NO EVENT SHALL SCHNEIDER ELECTRIC NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE PRODUCT, INCLUDING BUT NOT LIMITED TO SCHNEIDER ELECTRIC'S LICENSORS, BE LIABLE FOR ANY INDIRECT, INTANGIBLE, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS, EXPENSE OR CAUSE OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PURSUANT TO AN INDEMNITY, STATUTE OR OTHERWISE, INCLUDING OR FOR, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, BUSINESS GOODWILL, LOSS OF DATA OR FOR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE (WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THIS EULA, OR THE USE, INABILITY TO USE OR MISUSE OF THE SOFTWARE PRODUCT, EVEN IF SCHNEIDER ELECTRIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES."

10.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA OR IN THE ORDER CONFIRMATION, SCHNEIDER ELECTRIC'S TOTAL AGGREGATE LIABILITY FOR DAMAGES AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE USE, INABILITY TO USE OR MISUSE OF THE SOFTWARE PRODUCT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE SHALL IN NO CASE EXCEED THE TOTAL AMOUNT PAID BY YOU TO LICENSE THE SOFTWARE PRODUCT WHICH CAUSED THE DAMAGES OR EXPENSES, PROVIDED THAT NOTHING SHALL LIMIT SCHNEIDER ELECTRIC'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING OUT OF SCHNEIDER ELECTRIC'S NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION

10.5 The license granted under this EULA does not cover any modification, update, translation or adaptation, whether authorized or not, that might have been made to the Software Product by any person other than Schneider Electric where the Software Product is supplied along with a third party product. Such modifications shall be governed by the terms of license issued by such third party. Schneider Electric shall in no case be liable, whether in contract, warranty, tort (including negligence), strict liability, pursuant to an indemnity, statute or otherwise, for damages or consequences arising out of or in connection with said modification, update, translation or adaptation and makes no representation or warranty in connection therewith.

A new subsection 17.7 to Section 17 "**Miscellaneous**" shall be inserted as follows:

17.7 "Schneider Electric will not be responsible or liable to You, or deemed in default or breach hereunder by reason of any failure or delay in the performance of our obligations hereunder where such failure or delay is due to strikes, labour disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Your equipment, loss and destruction of property, or any other circumstances or causes beyond Schneider Electric's reasonable control.

APPENDIX 2 TO END-USER LICENSE AGREEMENT

SPECIFIC TYPES OF LICENSE

Specific other use rights may be granted to You depending upon the type of license You have acquired.

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