



# **END-USER LICENSE AGREEMENT**

MagiCAD 2027

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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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You may download an evaluation version of the Product, in which case you are entitled only to evaluate the Product before purchasing a commercial version of the Product. You shall be responsible for acquiring at your own expense all necessary third-party software, equipment, and telecommunications required for using the Product.

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You shall not (i) modify, work around any technical limitations, decompile, disassemble, reverse-engineer, or otherwise endeavor to examine the function or structure of the Product, or create derivative works based on the Product, or use detached files, libraries or other parts of the Product in connection with third party software unless expressly permissible under the Product specifications; or (ii) assign, transfer, sublicense, rent, pledge, or otherwise distribute or make available, the Product or your limited right to use the Product; save to the extent that is otherwise expressly provided for by mandatory provisions of applicable law.

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You agree and certify that you will not transfer or grant access to the Product to any country, person or entity subject to EU and/or U.S. export restrictions and international sanctions.

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The warranty is not applicable to any defect or deficiency that results from (i) the use of the Product contrary to MAGICAD GROUP's written instructions such as requirements on the operating environment, (ii) any modification taken without MAGICAD GROUP's authorisation or (iii) the use of the Product in combination with any product or service not supplied or authorised by MAGICAD GROUP.

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Please note that you must use the Product in compliance with applicable export and import laws, regulations and rules.

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The other party is in material breach of any of its obligations or:

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These Terms are an integral part of the agreement between you and MAGICAD GROUP with regard to the use of the Product and shall supersede any previous written or oral agreements and understandings.

Any and all amendments to these Terms shall be made in writing and expressly accepted by both you and MAGICAD GROUP.

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Pour éviter tout doute, chaque calcul, donnée ou tout autre résultat provenant de l'usage du Produit doivent uniquement servir de référence et doivent être vérifiés par vous. Ni MagiCAD Group, ni aucun fournisseur de MagiCAD Group ne pourra être tenu responsable à l'égard de la fiabilité et de la validité des résultats, puisque vous êtes responsable de veiller à l'exactitude des résultats.

#### **LICENCES DE LA VERSION D'ÉVALUATION, DE LA VERSION PÉDAGOGIQUE, DE LA VERSION COMMERCIALE ET DE LA VERSION DE DÉMONSTRATION ET DE FORMATION**

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 transférez 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.

Veillez 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.

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## **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](http://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, ДЕМОНСТРАЦИОННУЮ 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](http://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, переконструировать 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 которой/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.

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#### **ПРАВА СОБСТВЕННОСТИ И КОНФИДЕНЦИАЛЬНОСТЬ**

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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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## 综述

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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.

Si ha descargado una versión de evaluación del Producto, tiene derecho a utilizar el Producto, sin cargo, estrictamente con el único propósito de evaluar las características y la facilidad de uso del Producto, durante un período de licencia especificado por separado.

La versión educativa del Producto está destinada a (i) instituciones educativas, (ii) estudiantes y (iii) otros licenciarios educativos autorizados por MAGICAD GROUP. Si ha descargado una versión educativa del Producto como Institución educativa u otro licenciario 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](http://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.

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#### **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](http://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](http://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 October 2024 (Multiple User EULA)

SCHNEIDER ELECTRIC END-USER LICENSE AGREEMENT  
(the "EULA")

SOFTWARE: ADVANCED PROCESS CONTROL™ and/or OFFSITE™

Version October 2024 (Multiple User EULA)

IMPORTANT—READ CAREFULLY:

PLEASE CAREFULLY READ THIS END-USER LICENSE AGREEMENT AS IT GOVERNS LICENSEE'S USE OF THE ACCOMPANYING SOFTWARE WHETHER LICENSEE OBTAINS THE SOFTWARE ELECTRONICALLY, VIA DOWNLOAD OR ON CD, DISC OR OTHER MEDIA OR THE SOFTWARE IS PREINSTALLED BY THE LICENSOR INTO A SERVER OR OTHER DEVICE. ADDITIONALLY, THIS LICENSE GOVERNS LICENSEE'S USE OF THE SOFTWARE WHETHER LICENSEE IS GRANTED A TRIAL, EVALUATION, DEMONSTRATION, STANDARD OR ANY OTHER TYPE OF LICENSE TO USE THE SOFTWARE.

TO CONFIRM LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS LICENSE AND LICENSEE'S AGREEMENT TO BE BOUND BY THIS LICENSE, CLICK THE APPROPRIATE BUTTON APPEARING ON LICENSEE'S SCREEN DURING THE INSTALLATION PROCESS.

IF LICENSEE DOES NOT WISH TO BECOME A PARTY TO THIS EULA AND REJECTS 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 HAS ALREADY BEEN PROVIDED TO LICENSEE AS A PHYSICAL COPY, LICENSEE MUST RETURN THE SOFTWARE WITHIN THIRTY (30) DAYS OF RECEIPT THEREOF (INCLUDING ALL ACCOMPANYING PRINTED MATERIALS, ALONG WITH THEIR CONTAINERS) TO THE PLACE FROM WHICH LICENSEE OBTAINED IT.

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NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, THE ORDER CONFIRMATION OR ANY OTHER CONTRACTUAL DOCUMENT BINDING UPON THE PARTIES, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF LICENSOR, ITS EMPLOYEES AND AGENTS FOR DIRECT DAMAGES AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS EULA, THE SOFTWARE, OR THE USE, INABILITY TO USE OR MISUSE OF THE SOFTWARE, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY LICENSEE UNDER THE ORDER CONFIRMATION TO LICENSE THE SOFTWARE GIVING RISE TO THE CLAIM OR FROM WHICH THE DAMAGES OR EXPENSES ALLEGEDLY AROSE.

17.3.2 If, in accordance with Section 26 "Applicable Law", this EULA is governed by and shall be construed and enforced in accordance with the laws of any country other than the United States of America or Canada, the following provision shall apply to the extent permitted under applicable law and subject to Mandatory Laws:

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, THE ORDER CONFIRMATION OR ANY OTHER CONTRACTUAL DOCUMENT BINDING UPON THE PARTIES, AND EXCEPT IN CASE OF (i)

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17.4 TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PROVISIONS OF THIS SECTION 17 "LIABILITIES" SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE.

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## 18. INDEMNIFICATION

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22.3 Licensee represents and warrants that it shall maintain reasonable compliance policies, procedures and controls designed to ensure compliance with International Trade and Sanctions Controls and shall not otherwise undertake any action that violates or would cause Licensor to violate International Trade and Sanctions Controls.

22.4 If applicable, Licensee agrees to fully cooperate and provide all documentation that Licensor identifies as necessary or advisable to support compliance with International Trade and Sanctions Controls including but not limited to any required end user statement or end-use certification that Licensee shall fill in and submit to Licensor.

22.5 Licensee undertakes to use best endeavors to recover the Deliverables that are exported and/or re-exported in violation of Section 22.2 "Prohibitions" subsection (i) of this clause from any destination or party prohibited or restricted by the International Trade and Sanctions Controls applicable to the Schneider Electric and/or Deliverables.

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22.8 Licensee shall be responsible for and shall indemnify Licensor against all liability, losses, administrative fines, damages, and expenses (including reasonable attorney's or other professional services provider's fees) resulting from (i) Licensee's non-compliance with or violations of International Trade and Sanctions Controls, or (ii) Licensee causing Licensor to be in non-compliance with or to violate such International Trade and Sanctions Controls, or (iii) Licensee violating this clause (regardless of whether such violation results in a breach of the International Trade and Sanctions Controls by the Licensee or Licensor).

22.9 If applicable under Section 22.4 above, Licensee shall annually provide (i) an updated end use statement and (ii) an additional certification, certifying that the representations, warranties, and covenants in such Section remain accurate.

## 23. ASSIGNMENT

This EULA shall extend to and be binding upon the parties hereto, their successors, and assigns, provided, however, Licensee's rights or obligations under this EULA may not be sold, sub-licensed, rented, assigned, delegated, transferred, or otherwise conveyed to any third-party by Licensee or Licensee's representatives without Licensor's prior express written consent. Licensor may assign this EULA and/or any Order Confirmation to any company within the Schneider Electric group of companies, including its Affiliates, or to any company it may acquire control of or merge with.

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24.3 Termination or expiration of the license granted to Licensee hereunder does not affect any rights or remedies which may have accrued before said termination or expiration to the benefit of Licensor under this EULA, at law or otherwise.

## 25. MISCELLANEOUS

25.1 Licensor is performing the Services as an independent contractor and not as an employee of Licensee.

25.2 Should any of the provisions of this EULA be held invalid, illegal or unenforceable by a competent jurisdiction, Licensee and Licensor 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 by mutual agreement in writing executed by authorized representatives of the parties shall be fully enforced by Licensee and Licensor; all other provisions shall remain valid and unaffected by such declared invalidity, illegality or non-enforceability.

25.3 No failure or delay on the part of either Licensee or Licensor 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.

25.4 Headings in this EULA are for ease of reference only and shall not be used to construe or interpret the provisions of the EULA.

25.5 Words expressed in the singular include the plural and vice versa.

25.6 Section 14 "Title", 15 "Trademarks", 17 "Liabilities", 19 "Third Party Software", 20 "Data Protection/Consent to Use", 21 "Audit", 22 "Export Control", 26 "Applicable Law & Disputes", and 28 "Nondisclosure and Confidentiality" of this EULA shall survive termination of this EULA or expiration of the license right granted to Licensee under this EULA. Furthermore, provisions that by their nature are intended to survive termination or expiration of this EULA and the license right granted to Licensee hereunder, shall survive such termination or expiration. Additionally, all of Licensee's indemnity obligations set forth in this EULA shall survive termination or expiration of this EULA.

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- i. this EULA is governed by and shall be construed and enforced in accordance with, the laws of the State of Massachusetts (USA), without regard to principles of conflicts of laws; this EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded; and
- ii. the venue for any legal proceedings arising out of or connection with this EULA shall be exclusively held in the state or federal courts having jurisdiction in the State of Massachusetts (USA) and Licensee hereby waives the right to challenge venue based upon forum non- conveniens or otherwise.
- iii. The Software 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.

26.2 When the Order Confirmation is issued by any Licensor Affiliate having its registered office in Canada:

All matters arising out of or relating to the execution, construction, interpretation or breach of this EULA and the Order Confirmation shall be governed by the laws of the Province of Ontario, Canada, excluding such jurisdiction's rules regarding conflicts of laws and the provisions of the United Nations Convention on Contracts for the International Sale of Goods. The venue for any

litigation shall be within the City of Toronto, Province of Ontario. Licensor agrees to bring any action claims or legal proceedings in any way pertaining to this Purchase Order, or the execution, construction, interpretation or breach thereof in the courts of the jurisdiction specified above and in no other court or tribunal whatsoever. The governing language for this Agreement shall be English, and no concurrent or subsequent translation of this Agreement into any language shall modify any term of this Agreement. All documents and communications contemplated thereby or relating thereto be drawn up in the English language. Les parties confirment avoir requis que cet accord, ainsi que tous les documents et communications qui y sont relatifs soient rédigés en Anglais.

26.3 When the Order Confirmation is issued by Schneider Electric Systems Netherlands NV. or any other Licensor Affiliate having its registered office in the Netherlands:

- i. this EULA is governed by and shall be construed and enforced in accordance with, the laws of The Netherlands, without regard to principles of conflicts of laws; this EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded; and
- ii. the venue for any legal proceedings arising out of or connection with this EULA shall be exclusively held in the competent courts of Amsterdam in The Netherlands.

26.4 When the Licensor's Order Confirmation is issued by any Licensor Affiliate having its registered office in any other member state of the European Union, in the United Kingdom or in any country other than the United States of America or Canada:

- i. this EULA is governed by and shall be construed and enforced in accordance with, the laws of the Licensor's country (on both federal, provincial and/or state level, when applicable) where Licensor has its registered office or principal place of business, to the exclusion of said country's conflict of law rules; this EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded; and
- ii. The venue for any legal proceedings arising out of or connection with this EULA shall be exclusively held in the competent courts of the Licensor's country in the local jurisdiction having said court and where the Licensor has its principal office in that country.

26.5 Licensee acknowledges and accepts that Licensor will be irreparably damaged (and damages at law may be an inadequate remedy) if Licensee breaches any provision of this EULA relating to confidentiality, data protection and/or Licensor's Intellectual Property Rights and such provision is not specifically enforced. Therefore, in the event

of a breach or threatened breach by Licensee relating to such provisions of this EULA, Licensor 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 EULA; or (c) both to the extent permitted by applicable law.

#### 27. PRINCIPLES OF RESPONSIBILITY / TRUST CHARTER

In the event Licensee has concerns related to ethics, compliance or Schneider Electric's Principles of Responsibility / Trust Charter, and/or any potential violations of these policies, Licensee is welcome to make use of Schneider Electric's GreenLine. The GreenLine is Schneider Electric's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the link below:

<https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>

#### 28. NONDISCLOSURE AND CONFIDENTIALITY

Licensee agrees to treat as strictly confidential the Software and all information pertaining to it, including but not limited to the Documentation, user manuals, mathematical techniques, correlations, concepts, designs, specifications, listings, and any other materials or information which it may receive from Licensor in connection with the Software, collectively referred to as "**Licensor's Confidential Information**".

Following termination of the agreement formed under this EULA, the Software, the License Key, the Documentation, and all Licensor's Confidential Information in Licensee's possession, shall be, as directed by Licensor, either promptly returned to Licensor or deleted and expunged from all Licensee's systems.

Licensee must immediately notify Licensor in writing if any third-party gains unauthorized access to Licensor's Confidential Information. Licensee will prevent any further unauthorized access thereto.

\*\*\*End\*\*\*