



END-USER LICENSE AGREEMENT

MagiCAD 2022

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

END-USER LICENSE AGREEMENT

This End-User License Agreement ("Terms") shall apply to MagiCAD software in object code form and any related documentation ("Product") ordered and made available to the licensee by MagiCAD Group Oy* ("MAGICAD GROUP"). You as either the licensee or a permitted person user ("you") acknowledge that you have read this End-User License Agreement and agree to be legally bound by these Terms by selecting the 'I accept the terms in the license agreement' option or by using the Product. If you do not agree to these Terms, select the 'I do not accept the terms in the license agreement' option and do not use the Product.

*MagiCAD is licensed to the licensee in China by Glodon Company Limited.

If there are discrepancies between the English version and any other language version of these Terms, English version shall take precedence.

GENERAL

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.

The Product, is neither intended nor fit for the use of consumers but businesses and non-profit organizations only. You shall use the Product only for the purpose it is developed for (check detailed description and suitability on our website at www.magicad.com). Furthermore, the Product is not designed to be fault-tolerant and therefore it is not intended to be used in hazardous environments.

For the avoidance of doubt, any calculations, data, or other results generated from the usage of the Product are for the references only and must be checked by you. Neither MagiCAD Group nor any supplier of MagiCAD Group shall be responsible for the reliability and validity of the results, as it is your responsibility to ensure the results are correct.

LICENSES OF EVALUATION VERSION, EDUCATIONAL VERSION, COMMERCIAL VERSION AND DEMONSTRATION AND TRAINING VERSION

You shall have a limited, non-exclusive and non-transferable right to install and use the Product. You are entitled to make and install several copies of the Product provided that having several copies is justifiable for the customary use of the Product. All such copies must include notices concerning the copyright and other rights of MAGICAD GROUP.

If you have downloaded an evaluation version of the Product, you are entitled to use the Product, free-of-charge, strictly for the sole purpose of evaluation of the features and usability of the Product, during a separately specified license period.

The educational version of the Product is intended for (i) educational Institutions, (ii) students, (iii) other educational licensee authorised by MAGICAD GROUP. If you have downloaded an educational version of the Product as an educational Institution or other educational licensee authorised by MAGICAD GROUP, you are entitled to use the Product, subject to the payment of applicable license fees, strictly within one Institution and only for the Educational purposes of such institution, during a separately specified license period and for such maximum number of simultaneous person users you have purchased licenses for. Students are entitled to use the Product only for the Educational purposes during a separately specified license period. Students may be required to proof their enrollments to educational Institutions or otherwise

are to be approved by MAGICAD GROUP. The features and functionalities of the educational version of the Product may differ from the features and functionalities of the commercial version of the Product. For the purposes of this clause, "Institution" means a degree-granting or certificate-granting educational Institution; "person user" means the student or faculty member of the Institution; "Student" means an individual person enrolled as a student at educational Institution, and "Educational purposes" mean internal education activities, which exclude all commercial or for-profit instructional or other purposes, and which are carried out only at and from such locations that are not operated for commercial or for-profit purposes.

If you have obtained a commercial version of the Product, you are entitled to use the Product, subject to the payment of applicable license fees, strictly within one legal entity identified by its individual company ID and only for the internal business purposes of such entity and in intended way (as described on our website at www.magicad.com), during a separately specified license period and for such maximum number of simultaneous person users you have purchased licenses for.

MAGICAD GROUP's authorised resellers, manufacturers, who order product data services from MAGICAD GROUP, or other partners and agents, may obtain Demonstration and Training version, which you can use to demonstrate the Product, test product data services results, sell your solutions, and train employees. However, these licenses must not be resold or used for direct revenue-generating activities (excluding customer trainings), commercial purposes (excluding customer trainings), or personal purposes.

After the license period has expired, the Product may disable itself automatically, and you shall discontinue using the Product and destroy the software copy you have installed. However, subject to the availability of the Product, you may purchase a (new) commercial version of the Product, or an educational version if applicable. 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.

USE OF PRODUCTS

Unless otherwise stated in the delivery agreement, the right to use the Products shall be valid within your legal entity. Nothing in these Terms permits you to install or access the Product outside of your legal entity (including, without limitation, use of virtual machines or other technology).

LIMITED WARRANTY AND DISCLAIMERS

MAGICAD GROUP guarantees the performance of the Product in its intended use as specified in the related documentation. The warranty is valid for a sixty (60) day warranty period as of the day of delivery. MAGICAD GROUP shall correct the errors by replacing any defective versions of the Product with a new update version or a service pack version. Alternatively, MAGICAD GROUP can provide a work-around if it does not cause unreasonable inconvenience for you.

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.

SUPPORT

MAGICAD GROUP may but is not obliged to provide you with maintenance, support or other consulting services or upgrades of the Product.

However, if you have purchased and duly paid for the commercial version of the Product, MAGICAD GROUP may provide you from time to time free-of-charge with service releases containing minor corrections to the latest released version of the Product.

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Title, ownership and all intellectual property rights to the Product belong exclusively to MAGICAD GROUP or any supplier of MAGICAD GROUP. You are granted only a limited right to use the Product.

Aspects of the Product, including the specific design and structure, and license activation codes enabling the use of the Product, are confidential and trade secrets of MAGICAD GROUP or any supplier of MAGICAD GROUP. You shall maintain such information as strictly confidential, and shall not disclose them to any third party or use them for any unauthorised purpose. These confidentiality obligations remain in force even after your right to use the Product has ended.

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Due to the fact that the Product is licensed to you strictly on an "AS IS" basis, to the maximum event permitted by the applicable law neither MAGICAD GROUP nor any supplier of MAGICAD GROUP shall be liable for any damages whatsoever, including but without limitation to direct, indirect, special, consequential, punitive or incidental damages, and loss of revenue, profit or data. In any case the maximum liability of MAGICAD GROUP shall be equal to the amount paid by you for the right to use the Product.

These limitations of liability constitute an essential part of these Terms.

LAWS AND FORUM

Your right to use the Product and these Terms shall be governed by substantial laws of Finland. Any and all disputes arising out of these Terms shall be intended to be settled amicably. In case an amicable settlement is not reached, the dispute shall be submitted to the District Court of Helsinki, Finland.

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

TERMINATION OF LICENSE

Either MAGICAD GROUP or you may terminate with immediate effect these Terms and the License granted hereunder if:

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

the other party (i) goes into liquidation, or (ii) any proceeding is instituted seeking to adjudicate the other Party as bankrupt or insolvent, or (iii) has a receiver appointed in respect of any of its assets, or (iv) if the other party is a partnership, if any of the partners in the partnership is adjudicated bankrupt or executes an assignment for the benefit of his/its or their creditors or otherwise compounded with his/its or their creditors, or (v) becomes subject to any similar act or process in any other jurisdiction, or (vi) becomes generally unable to pay its debts as and when they fall due.

ENTIRE AGREEMENT AND AMENDMENTS

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.

ENDNUTZER-LIZENZVERTRAG

Dieser Endnutzer-Lizenzvertrag („Bestimmungen“) gilt für die Software [MagiCAD] in Object Code Form und für alle zugehörigen Dokumentationen („Produkt“), die der Lizenznehmer bei MagiCAD Group Oy* („MAGICAD GROUP“) bestellt hat oder dem Lizenznehmer von MAGICAD GROUP zur Verfügung gestellt wurden. Sie als Lizenznehmer oder berechtigter Benutzer („Sie“) bestätigen, dass Sie den Endbenutzer-Lizenzvertrag gelesen haben und stimmen zu, durch Aktivierung der Option „I accept the terms in the license agreement“ (Ich stimme den Bestimmungen dieses Lizenzvertrages zu) oder durch Verwendung des Produkts an diese Bestimmungen gebunden zu sein. Wenn Sie diesen Bestimmungen nicht zustimmen, wählen Sie die Option „I do not accept the terms in the license agreement“ (Ich stimme den Bestimmungen des Lizenzvertrages nicht zu) aus, und verwenden Sie das Produkt nicht.

*MagiCAD wird in China durch Glodon Company Limited an den Lizenznehmer lizenziert.

Bei Unstimmigkeiten zwischen der englischen Version und einer anderen Sprachversion dieser Bedingungen hat die englische Version Vorrang.

ALLGEMEINES

Sie können eine Testversion des Produkts herunterladen. In diesem Fall sind Sie nur berechtigt, das Produkt zu prüfen, bevor Sie eine kommerzielle Version des Produkts erwerben.

Sie sind selbst und auf eigene Kosten dafür verantwortlich, die für die Nutzung des Produkts erforderliche Software anderer Hersteller, Ausrüstung und Telekommunikation zu erwerben.

Das Produkt ist weder für die Verwendung durch Konsumenten bestimmt noch geeignet sondern nur für Unternehmen und gemeinnützige Organisationen. Sie dürfen das Produkt nur für den Zweck verwenden, für den es entwickelt wurde (prüfen Sie die detaillierte Beschreibung und Eignung auf unserer Website unter www.magicad.com). Das Produkt ist außerdem nicht fehlertolerant entworfen. Daher ist es nicht zur Nutzung in gefährlichen Umgebungen vorgesehen, in denen eine ausfallsichere Leistung erforderlich ist.

Zur Klarstellung: Berechnungen, Daten oder andere mithilfe des Produkts erzielten Ergebnisse dienen nur als Referenz und müssen von Ihnen überprüft werden. Weder MagiCAD Group selbst noch Lieferanten von MagiCAD Group sind für die Zuverlässigkeit und Gültigkeit der Ergebnisse verantwortlich. Sie allein tragen die Verantwortung dafür, dass die Ergebnisse korrekt sind.

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Sofern im Liefervertrag nicht anders angegeben, gilt das Recht zur Nutzung der Produkte innerhalb Ihrer juristischen Person. Die vorliegenden Bestimmungen erlauben es Ihnen in keiner Weise, das Produkt außerhalb Ihrer juristischen Person zu installieren oder außerhalb Ihrer juristischen Person darauf zuzugreifen (insbesondere mithilfe virtueller Maschinen oder anderer Technologien).

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MAGICAD GROUP garantiert die ordnungsgemäße Funktionsweise des Produkts bei einer vorgesehenen Nutzung gemäß der dazugehörigen Dokumentation. Die Geltungsdauer der Garantie beträgt sechzig (60) Tage ab dem Bereitstellungsdatum. MAGICAD GROUP verpflichtet sich, etwaige Fehler zu beheben und mangelhafte Versionen des Produkts durch eine aktualisierte Version oder eine Service-Pack-Version auszutauschen. Alternativ kann MAGICAD GROUP einen Workaround anbieten, sofern dies für Sie keine unzumutbaren Unannehmlichkeiten verursacht.

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Diese Haftungsbeschränkungen sind essenzieller Bestandteil dieser Bestimmungen.

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Ihr Recht zur Nutzung des Produkts und diese Bestimmungen unterliegen den geltenden Gesetzen von Finnland. Alle Streitigkeiten aufgrund dieser Bestimmungen sollten in gegenseitigem Einvernehmen beigelegt werden. Kann ein gegenseitiges Einvernehmen nicht erreicht werden, sind die Streitigkeiten dem Amtsgericht von Helsinki, Finnland vorzulegen.

Beachten Sie, dass Sie das Produkt nur in Übereinstimmung mit geltenden Export- und Importgesetzen, -vorschriften und -regeln nutzen dürfen.

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eine wesentliche Pflichtverletzung der anderen Partei vorliegt oder

(i) die andere Partei in die Liquidation geht, (ii) ein Gerichtsverfahren zur Feststellung der Insolvenz der anderen Partei eingeleitet wurde, (iv) die andere Partei für all ihre Vermögenswerte einen Insolvenzverwalter bestellt hat, (v) die andere Partei partnerschaftlich organisiert ist und die Insolvenz eines Partners aus der Partnerschaft beantragt wird oder ein Partner aus der Partnerschaft einen Vergleich mit seinen Gläubigern anmeldet oder sich anderweitig mit seinen Gläubigern einigt, (v) die andere Partei unter einer anderen Gerichtsbarkeit Gegenstand einer ähnlichen Handlung oder eines ähnlichen Prozesses wird oder (vi) im Allgemeinen nicht mehr in der Lage ist, fällige Schulden zu begleichen.

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Diese Bestimmungen sind integraler Bestandteil des Vertrages zwischen Ihnen und MAGICAD GROUP hinsichtlich der Nutzung des Produkts und gehen allen vorherigen schriftlichen oder mündlichen Vereinbarungen oder Abreden vor.

Alle Änderungen an diesen Bestimmungen bedürfen der Schriftform und müssen ausdrücklich von Ihnen und MAGICAD GROUP angenommen werden.

CONTRAT DE LICENCE UTILISATEUR FINAL

Le présent Contrat de Licence Utilisateur Final (« CLUF ») s'applique au logiciel [MagiCAD] sous forme de code objet ainsi qu'à toute documentation s'y rapportant (le « Produit »), que le détenteur de licence a commandés et que MagiCAD Group Oy* (« MAGICAD GROUP ») lui a fournis. En cochant la case « J'accepte les termes du contrat de licence » ou en utilisant le Produit en tant que détenteur de la licence ou en tant que personne autorisée (« vous ») reconnaissez avoir lu ce Contrat de Licence d'Utilisateur Final et acceptez l'obligation légale de respecter les présentes Conditions d'utilisation. Si vous êtes en désaccord avec le CLUF, cochez la case « Je n'accepte pas les termes du contrat de licence » et n'utilisez pas le produit.

*Glodon Company Limited autorise l'utilisation du MagiCAD aux titulaires des licences en Chine.

En cas d'incohérences entre la version anglaise et les versions dans d'autres langues de ces Conditions d'utilisation, la version anglaise prévaut.

GÉNÉRALITÉS

Vous avez la possibilité de télécharger une version d'évaluation du Produit ; dans ce cas, vous êtes uniquement autorisé à évaluer le Produit avant d'en acheter une version commerciale.

L'acquisition, à vos frais, de tous les logiciels tiers, équipements et terminaux de télécommunications nécessaires à l'utilisation du Produit relève de votre responsabilité.

Le Produit s'adresse exclusivement aux entreprises et organisations à but non lucratif ; il n'est pas destiné à répondre aux besoins des particuliers. Vous acceptez d'utiliser le Produit uniquement pour l'usage auquel il est destiné (consultez la description détaillée et l'utilisation conforme sur notre site Web à l'adresse www.magicad.com). Par ailleurs, le Produit n'est pas conçu pour la tolérance aux pannes ; par conséquent, il est incompatible avec une utilisation dans des environnements dangereux nécessitant un fonctionnement sécurisé.

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.

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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).

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.

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, 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). 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).

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

Компания MAGICAD GROUP может, но не обязана, обеспечить поддержку, сопровождение или другие консультационные услуги, устранение ошибок либо обновление Продукта.

Тем не менее, если Вы приобрели и должным образом заплатили за коммерческую версию Продукта, Компания MAGICAD GROUP будет обеспечивать Вас время от времени бесплатными сервис-релизами, содержащими небольшие исправления для последней выпущенной версии Продукта.

ПРАВА СОБСТВЕННОСТИ И КОНФИДЕНЦИАЛЬНОСТЬ

Название, право собственности и все права интеллектуальной собственности на Продукт принадлежат исключительно Компании MAGICAD GROUP или любому поставщику Компании MAGICAD GROUP. Вам предоставляется только ограниченное право на использование Продукта.

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.

ПРАВА 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.

ПРЕДМЕТ ДОГОВОРА 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.

最终用户授权许可协议

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。

* MagiCAD 由广联达科技股份有限公司为中国的授权许可用户进行授权

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综述

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评估版、教育版、商业版及演示和培训版授权许可

您安装和使用产品的权限是有限的、非独家和不可转让的。您有权制作和安装多个产品副本，只要您有足够理由证明，根据通常的使用习惯，这些副本是合理合法的。而且，所有这些副本必须具有相关的版权和其他 MAGICAD GROUP 权利的证明。

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您不得 (i) 修改、打破任何技术限制、反编译、反汇编、反向工程，或以其他方式试图研究产品的功能或结构，或创建基于该产品的衍生作品，或使用产品中独立的文件、库文件或其它部分与第三方软件连接，除非根据产品规范明确允许，或 (i i) 转让、转移、转授、出租、抵押或以其它方式分发或提供产品或您拥有的有限使用权；保存，除非另有明确的法律条文规定

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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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MAGICAD GROUP 可以但没有义务为您提供维护、支持或其他咨询服务，或错误修复或升级产品。

但是，如果您已经购买妥为支付的商业版产品，MAGICAD GROUP 将为您不时地免费提供服务版本，其中包括了对最新发布的产品所做的少量修正。

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基于产品严格按照当时的“现状”给您授权，在相关法律条文所允许的最大范围内 MAGICAD GROUP 或任何 MAGICAD GROUP 授权的供应商都不承担任何损害，比如但不限于直接的、间接的、特殊的、引起的、惩罚性的或附带的损害和收入、利润或数据损失。在任何情况下，MAGICAD GROUP 的最高责任应等于您所支付的产品使用权金额。

这些责任范围划分，是本条款的重要组成部分。

适用法律和争议

您所拥有的产品使用权和这些条款应受芬兰基本法制约。因这些条款而产生的任何、所有争议应尽量妥善解决。在没有达成和解的情况下，争议应提交芬兰赫尔辛基地区法院。

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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在出现下列情形时，MAGICAD GROUP 或您均可终止该等条款及本协议下授予的授权许可，并立即生效：

另一方实质性地违反其任何义务；或：

另一方 (i) 破产；或 (ii) 他人提起旨在判决其破产或资不抵债的任何诉讼；或 (iii) 其任何资产被指定接收人；或 (iv) (若其为合伙企业) 合伙企业任何合伙人被判决破产、出于其债权人利益作出转让或与其债权人和解；或 (v) 在任何其他司法辖区经受任何类似行为或程序；或 (vi) 在其债务到期时，总体上无法偿债。

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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。

任何和所有这些条款的修订应以书面形式提出，并由您和 MAGICAD GROUP 明确表示同意。

ACUERDO DE LICENCIA DE USUARIO FINAL

El presente Acuerdo de licencia de usuario final («Términos») se aplicará al software [MagiCAD] en forma de código objeto y a cualquier documentación relacionada («Producto») solicitada y puesta a disposición del licenciataria por MagiCAD Group Oy* («MAGICAD GROUP»). Usted, como titular de la licencia o como usuario individual autorizado (en lo sucesivo, «Usted»), reconoce que ha leído este Acuerdo de licencia de usuario final y que acepta estar legalmente vinculado por los presentes Términos seleccionando la opción «Acepto los términos del acuerdo de licencia» o utilizando el Producto. Si no está de acuerdo con estos Términos, seleccione la opción «No acepto los términos del acuerdo de licencia» y no utilice el Producto.

*La licencia de MagiCAD se suministra al licenciataria en China por parte de Glodon Company Limited.

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

Puede descargar una versión de evaluación del Producto, en cuyo caso solo tiene derecho a evaluar el Producto antes de comprar una versión comercial del mismo.

Usted será responsable de adquirir, a su cargo, todo el software, el equipo y las telecomunicaciones de terceros necesarios para utilizar el Producto.

El Producto no está destinado ni es apto para el uso de los consumidores, sino únicamente para empresas y organizaciones sin ánimo de lucro. Deberá utilizar el Producto únicamente con los fines para los que se ha desarrollado (consulte su descripción detallada y su idoneidad en nuestro sitio web: www.magicad.com). Asimismo, el Producto no está diseñado para la tolerancia a errores y, por tanto, no está diseñado para su uso en entornos peligrosos.

A fin de evitar dudas, todos los cálculos, datos u otros resultados generados por el uso del Producto son solo para referencia y debe comprobarlos. Ni MagiCAD Group ni ningún proveedor de MagiCAD Group será responsable de la fiabilidad y validez de los resultados, ya que es responsabilidad de usted garantizar que los resultados sean correctos.

LICENCIAS DE VERSIÓN DE EVALUACIÓN, VERSIÓN EDUCATIVA, VERSIÓN COMERCIAL Y VERSIÓN DE DEMOSTRACIÓN Y ENTRENAMIENTO

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 licenciataria educativos autorizados por MAGICAD GROUP. Si ha descargado una versión educativa del Producto como Institución educativa u otro licenciataria 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).

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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.

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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.

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.

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). It is Your responsibility to ascertain that any person 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 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 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.

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- 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.

Educational license. If You wish to acquire the Software Product for educational purpose only, please contact Schneider Electric's organization or its authorized reseller serving Your country. In case the Software Product is identified as academic or educational software, You must be a qualified educational user to be entitled to use said Software Product; if You are not a qualified educational user, You have no rights under this EULA with respect to said academic or educational software. To determine whether You are a qualified educational user, please contact Schneider Electric's organization or its authorized reseller serving Your country. Once licensed to use said academic or educational Software Product, You may not sell or transfer any such Software Product or sub-license Your license right to use the same to anyone except to another person who is qualified by Schneider Electric as a qualified educational user.

As used in this Section of EULA, the term '**person**' shall be broadly interpreted to include without limitation any individual, any corporation, company or other legal entity.

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