



END-USER LICENSE AGREEMENT

MagiCAD 2023

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

END-USER LICENSE AGREEMENT

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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.

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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 the features and usability of the Product, during a separately specified license period.

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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.

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

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

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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:

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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.

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

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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.

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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.

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

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

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

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

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

UTILISATION DES PRODUITS

Sauf mention contraire dans le contrat de livraison, le droit d'utilisation des Produits est valable au sein de votre entité légale. Aucune disposition des présentes

Conditions d'utilisation ne vous autorise à installer le produit ou à y accéder en dehors de votre entité légale (y compris, entre autres, via l'utilisation de machines virtuelles ou d'autres technologies).

GARANTIE LIMITÉE ET CLAUSES DE NON-RESPONSABILITÉ

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

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

ASSISTANCE

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

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

DROITS DE PROPRIÉTÉ ET CONFIDENTIALITÉ

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

LIMITATION DE RESPONSABILITÉ

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

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

DROIT APPLICABLE ET JURIDICTION COMPÉTENTE

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

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

RÉSILIATION DU CONTRAT DE LICENCE

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

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

EXHAUSTIVITÉ DU CONTRAT ET MODIFICATIONS

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

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

ЛИЦЕНЗИОННОЕ СОГЛАШЕНИЕ С КОНЕЧНЫМ ПОЛЬЗОВАТЕЛЕМ

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

*Лицензиаром MagiCAD в Китае является компания Glodon Company Limited.

Политика конфиденциальности MAGICAD GROUP включена в Условия, как неотъемлемая часть, и опубликована по адресу <https://www.magicad.com/en/magicad-privacy-policy/>. Вы понимаете и соглашаетесь с тем, что политика конфиденциальности может быть изменена и что, вступив в силу, такие изменения будут также распространяться и на Вас.

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

ПРАВО НА ИСПОЛЬЗОВАНИЕ

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

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.

ПРИМЕНИМОЕ ПРАВО И МЕСТО УРЕГУЛИРОВАНИЯ СПОРА

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

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

ПРЕКРАЩЕНИЕ ДЕЙСТВИЯ ЛИЦЕНЗИИ

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

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

ДОГОВОР И ПОПРАВКИ

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

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

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

MAGICAD 集团的隐私政策纳入本文并发布在 <https://www.magicad.com/en/magicad-privacy-policy/>。您承认并同意隐私政策可能会不时更改，并且自生效之日起，您将受到此类更改的约束。

如果这些条款的英文版与任何其他语言版之间存在差异，则以英文版为准。

综述

您可以下载产品的评估版，在这种情况下，在购买商业版产品之前，您仅限于对其进行测试评估。

您应承担使用该产品所需的相关必要第三方软件、设备与电信设施等费用。

该产品既不针对也不适用于消费者使用，而仅适用于商业和非营利性组织。本产品仅限于其开发目的（请登录我们的网站 www.magicad.com 查看产品详细说明和适用性）。此外，该产品设计尚无容错功能，因此，它并不适用于故障防患处理要求高的危险环境。

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

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。

如果您已经下载了一个试用版产品，您有权在专门指定的授权许可有效期内免费使用本产品，但是，您的唯一目的是为了评估产品的功能和可用性。

该产品的教育版面向于：(i) 教育机构，(ii) 学生，(iii) 其他经 MAGICAD GROUP 授权的教育版持有人。如果您以教育机构或其他经 MAGICAD GROUP 授权的教育版持有人的身份下载该产品的教育版，那么您在支付相应的许可费后，则有权严格在您的机构中以教育目的使用该产品。但是，在特定的许可期内，最多同时使用该产品的个人用户不能超过您所购买的许可证数量。学生仅有权在特定的许可期内以教育目的使用该产品。学生可能需要提供教育机构的就读证明，否则的话，他们得经 MAGICAD GROUP 批准。该产品的教育版的特性和功能可能不同于商用版。在本条款中，“机构”是指有权颁发学位或证书的教育机构；“个人用户”是指机构中的学生或教职员工；“学生”是指以学生身份在教育机构就读的个人；“教育目的”是指在不以商业或营利目的而运营的地点进行的内部教育活动，不包括所有商业或营利性讲座或其他活动。

如果您已经获取产品的商业版本，那么您在支付适用许可费后，仅有权在另行指定的许可期内按照您购买许可支持的最大同时个人用户数在一家法律实体中使用该产品，法律实体通过其特有的公司 ID 来识别，并且仅限于该实体的内部商业目的以及使用预期的方式（如我们网站 www.magicad.com 所述）。

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

MAGICAD GROUP 的授权经销商、从 MAGICAD GROUP 订购产品数据服务的制造商或其他合作伙伴和代理人可获得演示和培训版本，用于演示产品、检验产品数据服务结果、销售解决方案和培训员工。但是，决不能转售该等授权许可或将其用于直接的产生营收的活动（客户培训除外）、商业用途（客户培训除外）或个人用途。

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。

产品使用

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）。

有限保证及免责声明

MAGICAD GROUP 保证产品性能在预期用途方面同相关文档规定的内容一致。保证有效期为自交货之日起的六十（60）日。MAGICAD GROUP 应使用新的升级版或服务补丁包更换任何有瑕疵的版本，从而更正有关错误。或者，若错误未给您带来明显不便，MAGICAD GROUP 可提供替代解决方案。

保证不适用于由以下原因导致的瑕疵或缺陷：（i）未按照 MAGICAD GROUP 在操作环境要求等方面的书面指示使用产品；（ii）未经 MAGICAD GROUP 授权而作修改；或（iii）将产品与非 MAGICAD GROUP 供应或授权的任何产品或服务结合使用。

客户支持

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。

财产所有权和保密性

产品的名称、所有权和全部知识产权只属于 MAGICAD GROUP 或任何 MAGICAD GROUP 授权的供应商。您仅授予有限的产品使用权。

产品所涉及到的，包括具体的设计和结构，以及保证产品使用的授权许可激活代码，都属于 MAGICAD GROUP 或任何 MAGICAD GROUP 授权的供应商的机密和商业秘密。您应对这些信息保持严格保密，未经授权不得向任何第三方披露或使用。即使您产品的使用权已经结束，这些保密义务仍然有效。

有限的责任

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。

授权许可终止

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。

整个协议及修订

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 licenciatarario 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 licenciatarario en China por parte de Glodon Company Limited.

La política de privacidad de MagiCAD Group se incorpora al presente documento y está publicada en <https://www.magicad.com/en/magicad-privacy-policy/>. Usted reconoce y acepta que la política de privacidad puede sufrir modificaciones de vez en cuando y que, a partir de la fecha de entrada en vigor, quedará sujeto a dichos cambios.

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 licenciatararios 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).

GARANTÍA LIMITADA Y DESCARGOS DE RESPONSABILIDAD

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

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

SOPORTE TÉCNICO

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

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

DERECHOS DE PROPIEDAD Y CONFIDENCIALIDAD

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

Los aspectos del Producto, incluido el diseño y la estructura específicos, y los códigos de activación de licencia que habilitan el uso del Producto son confidenciales y secretos comerciales de MAGICAD GROUP o de cualquier proveedor de MAGICAD GROUP. Deberá mantener dicha información como estrictamente confidencial y no la revelará a ningún tercero ni la utilizará para ningún fin no autorizado. Estas obligaciones de confidencialidad siguen vigentes incluso después del término de su derecho a utilizar el Producto.

RESPONSABILIDAD LIMITADA

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

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

LEGISLACIÓN Y JURISDICCIÓN

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

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

RESCISIÓN DE LA LICENCIA

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

La otra parte incumple sustancialmente cualquiera de sus obligaciones o:

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

ACUERDO COMPLETO Y ENMIENDAS

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

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

CONTRATTO DI LICENZA CON L'UTENTE FINALE

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

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

L'informativa sulla privacy di MAGICAD GROUP è incorporata al presente documento e pubblicata all'indirizzo <https://www.magicad.com/en/magicad-privacy-policy/>. L'Utente riconosce e accetta che l'informativa sulla privacy può essere periodicamente modificata e che, a partire dalla data di validità della stessa, sarà soggetto a tali modifiche.

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

CLAUSOLA GENERALE

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

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

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

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

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

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

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

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

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

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

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

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

USO DEI PRODOTTI

Salvo diversa indicazione nel contratto di fornitura, il diritto di utilizzare i Prodotti sarà valido nell'ambito della persona giuridica dell'Utente. Nulla di quanto contenuto nei presenti Termini consente all'Utente di installare o accedere al

Prodotto al di fuori della propria persona legale (incluso, a titolo indicativo ma non esaustivo, l'uso di macchine virtuali o altre tecnologie).

GARANZIA LIMITATA ED ESCLUSIONE DI RESPONSABILITÀ

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

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

ASSISTENZA

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

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

DIRITTI DI PROPRIETÀ E RISERVATEZZA

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

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

RESPONSABILITÀ LIMITATA

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

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

DIRITTO APPLICABILE E FORO COMPETENTE

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

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

CESSAZIONE DELLA LICENZA

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

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

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

INTERO ACCORDO E MODIFICHE

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

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

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

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- 1.3 Upon expiry of the trial period or, in case of a non-perpetual license upon expiry of the limited period of time for which the license was granted to You, Your license to the Software Product will automatically and immediately terminate, unless a further license is obtained from Schneider Electric.

Consequently, the Software Product might automatically be de-installed and/or rendered unusable (with or without prior warning).

- 1.4 You acknowledge that if You need to activate the Software Product through the use of internet or telephone, toll charges may apply.
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- 1.9 The Multiple User License applies when a label affixed on the Software Product's media itself, in its About Box, the Order Confirmation or Documentation or elsewhere state: "**Multiple User License**". A Multiple User License allows concurrent and unrestricted number of installations of the corresponding Software Product on several personal computers or similar Devices, on a network or any other multi-station computer system, unless a Multiple User License restricts the number of users to the number defined for the corresponding purchased and registered Software Product. Where You would use a Multiple User License via a network or any other multi-station computer system, it shall be Your responsibility to put in place such means as necessary to guarantee that all restrictions set forth in this EULA are followed.

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- 3.2 **Authorized Applications.** For the purpose of this EULA, '**Authorized Applications**' shall mean those applications that You create, develop or generate by using the Software Product (including its programming tool if any) or by loading in such applications, with or without modification, a library of the Software Product, provided that You have validly licensed said Software Product from Schneider Electric or its authorized resellers. Authorized Applications include, without this being limitative, applicable runtime engines for the Software Product and applicable driver interface that You may provide to Your own customers as part of or together with Your Authorized Applications.

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- (v) You do not permit further redistribution of the Software Product (including Your modifications thereto) by third parties, except when and as part of Your Authorized Applications; and
- (vi) You provide Your customer with Your own license agreement to grant the right to use Your Authorized Applications, said license agreement being substantially similar to, but no less restrictive in any way, than this EULA; and You otherwise comply with the terms of this EULA.

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:

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- (ii) You perform such embedding or integration in a manner that complies with the Documentation and this EULA to the extent said Documentation contains any instructions or recommendations in relation therewith, and
- (iii) You comply - with respect to Your own products and said third party products - with each of the same requirements as set forth hereinabove concerning Authorized Applications; said foregoing requirements shall apply mutatis mutandis to any of Your own products or third party products within which You embed or otherwise integrate the Software Product, and any reference made to the term 'Authorized Application' in the foregoing provision shall be deemed for the purpose of this present Section to be a reference to Your own products or third party products embedding or otherwise integrating the Software Product.

- (iv) You provide Your customer with Your own license agreement to grant the right to use Your own products or the third party products within which You embed or otherwise integrate the Software Product, said license agreement being substantially similar to, but no less restrictive in any way, than this EULA.
- (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 profits, business interruption, lawsuits, including attorneys' fees, loss of data, or for any other pecuniary or non-pecuniary loss or damage 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 under applicable law (on either federal or state level, when applicable); the foregoing obligation of indemnification shall survive the expiry or termination of this EULA; and
- (vi) You otherwise comply with the terms of this EULA.

4. **INSTALLATION, MAINTENANCE AND SUPPORT SERVICES**

You shall be responsible for the proper installation of the Software Product as per the terms of its Documentation and You shall bear all expenses and costs in connection therewith. Except for warranties provided subject to Section 9, Schneider Electric provides no maintenance or support services in connection with the Software Product, other than those which may be defined by way of separate agreement.

5. **UPDATE POLICY**

- 5.1 If Schneider Electric creates updated or upgraded versions, or offers add-on components, of the Software Product, it will not be obligated to supply them to You, unless You have a valid maintenance agreement with Schneider Electric or its authorised reseller.
- 5.2 If You are entitled to receive updated or upgraded versions, or add-on components of the Software Product, such shall be subject to the terms of this EULA as such terms may have evolved at the time of supply of any update, upgrade or add-on.
- 5.3 Some Software Products covered by this EULA include a software utility (hereinafter "**Software Update Utility**"). Its functions are (i) to notify You of a download availability of an update, an upgrade or a new version of the Software Product; (ii) to allow You to download them, provided that You pay associated fees, if any; and (iii) to improve Your experience in the Software Products whilst enabling Schneider Electric to collect and process relevant information related to Your use of the Software Products. These functions are active by default and may be disabled from the settings of the Software Update Utility. A reference to the Software Product in this EULA will be deemed to include a reference to the Software Update Utility.
- 5.4 If You are entitled to receive any updated, upgraded or new version, or add-on components of a Software Product, You are encouraged to implement them so as to take advantages of new features, enhancements or bug fixes contained in such updated, upgraded, or new version, or add-on.
- 5.5 A reference to the Software Product in this EULA will be deemed to include a reference to any updated, upgraded, new version or add-on of the Software Product provided to You by Schneider Electric or its authorised reseller.

6. LICENSE KEY

- 6.1 You acknowledge that, if the Software Product is protected by a lock, the Software Product cannot be used except in conjunction with a valid software key code or a hardware key (hereinafter 'License Key') provided to You or to another person on Your behalf by or on behalf of Schneider Electric or its authorised reseller.
- 6.2 You agree that such License Key is to be used solely with the Software Product for which it is provided. While Schneider Electric may, in its sole discretion, provide You with the License Key prior to receipt from You of the applicable license fees (if any), You will remain obligated to pay such fees to Schneider Electric.
- 6.3 Any and all risk in the media on which the Software Product and License Key are provided passes to You upon delivery. In the event that the Software Product or License Key is lost, stolen or destroyed after delivery, Schneider Electric will not be required to replace the Software Product or License Key.
- 6.4 In the event of a lost, stolen or destroyed License Key, and if Schneider Electric agrees to replace the License Key, prior to Schneider Electric providing a replacement License Key to You, You must:
- (i) provide a statutory declaration signed by You to Schneider Electric that confirms You have permanently lost or destroyed the Software Product or License Key that is to be replaced and that You have not retained the Software Product or License Key in any form nor included it with any other software or system owned, operated or controlled by You; and
 - (ii) comply with any other direction of Schneider Electric related to the replacement.
- 6.5 If the License Key is faulty, and provided that such fault is attributable to an act or omission by Schneider Electric, Schneider Electric will replace the License Key if the faulty License Key is returned within the warranty period specified by Schneider Electric. Subject to Section 9 "Warranties" below, if the faulty License Key is not returned within said warranty period, Schneider Electric will replace the License Key upon payment by You of an administration fee to be advised by Schneider Electric at the time.
- 6.6 When applicable as per Section 1 above, the License Key might be rendered unusable (with or without prior warning) upon expiry of the trial period or of the limited period of time for which the license was granted to You.

7. TITLE

- 7.1 The Software Product, as well as all rights, title, interest, technology and know-how, whether patented or not, embodied in the Software Product, as well as all industrial and/or intellectual property rights attached to the Software Product, including but not limited to copyright, shall remain the sole property of Schneider Electric, to the exclusion of any third party software embedded in the Software Product or otherwise provided to You with the Software Product.
- 7.2 Nothing in this EULA shall be deemed to convey to You any of Schneider Electric's proprietary rights in the Software Product; all rights not specifically granted in this EULA are reserved by Schneider Electric. Schneider Electric does not sell the Software Product to You but only grants You the license rights defined in this EULA.
- 7.3 All industrial and/or intellectual property rights pertaining to any third party software embedded in the Software Product or otherwise provided to You with the Software Product shall remain vested in the relevant third party and there will

be no deemed or implied transfer of ownership to You of such third party proprietary rights.

- 7.4 Should You become aware of any infringement to the proprietary rights of Schneider Electric on the Software Product, You shall immediately inform Schneider Electric of such infringement and provide all relevant information required by Schneider Electric to defend its interests.

8. TRADEMARKS

Schneider Electric and other trademarks contained in the Software Product are registered trademarks of the Schneider Electric group. Except as otherwise expressly prescribed by statute under applicable law, You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software Product. This EULA does not authorise You to use any names or trademarks of Schneider Electric or its authorised resellers.

9. WARRANTIES

- 9.1 Schneider Electric warrants that it is entitled to license and otherwise make available the Software Product and Documentation to You in accordance with the terms and conditions set out in the EULA. Notwithstanding the foregoing, no warranties shall apply to the license types referred to in Section 3.1.
- 9.2 The warranty period shall be of ninety (90) days from the date of delivery of the Software Product to You.
- 9.3 Within such warranty period Schneider Electric warrants that: (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.

Schneider Electric's sole obligation and Your sole remedy with respect to the foregoing limited warranty shall be, at Schneider Electric's option to fix the defect or non-compliance or to 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 within the above mentioned warranty period, and (ii) the defect does not fall under the exclusions set under Section 9.4 below.

- 9.4 Schneider Electric's warranty shall be excluded to the extent the Software Product, its medium or License Key has been altered 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 9.3 hereinabove will be warranted for the remainder of the original ninety (90) warranty period or thirty (30) days, whichever is longer. Laws of some countries (either on federal or state level) do not allow limitations on duration of an express or implied warranty, so the above or any other limitation provided herein may not apply to You. In such event, such warranties are limited to the minimum warranty period legally allowed in said countries.

- 9.5 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.

- 9.6 TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW (ON BOTH FEDERAL AND STATE LEVEL, WHEN APPLICABLE), SCHNEIDER ELECTRIC MAKES NO OTHER WARRANTY THAN THOSE CONTAINED IN THIS SECTION 9 AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE SOFTWARE PRODUCT, ITS UPDATES AND ITS DOCUMENTATION, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE OR SAMPLE. FURTHER, WHILE SCHNEIDER ELECTRIC HAS TAKEN REASONABLE STEPS TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED IN OR SHOWN BY THE SOFTWARE PRODUCT AND ITS DOCUMENTATION, SCHNEIDER ELECTRIC MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO WHETHER THE SOFTWARE PRODUCT OR ANY INFORMATION CONTAINED IN OR SHOWN BY THE SOFTWARE PRODUCT AND ITS DOCUMENTATION WILL MEET YOUR REQUIREMENTS, EXPECTATIONS OR PURPOSES OR THE OPERATION OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE PRODUCT WILL BE PROTECTED AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS OR OTHER THREATS OR INTERRUPTIONS.
- 9.7 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.

10. LIABILITIES

- 10.1 You expressly acknowledge and accept that Your use of the Software Product and the performance, fitness and/or accuracy of the Software Product for any application, environment or purpose within or for which You shall use the Software Product, is and shall remain Your sole and full responsibility, unless Schneider Electric has expressly agreed upon such application, environment or purpose and has provided You express warranties as to the use, performance, fitness and/or accuracy of the Software Product when used within such agreed environment and for such agreed application or purpose. To the maximum extent permitted by applicable law, the Software Product is provided "as is", with all faults and without warranty of any kind not contained in Section 9.
- 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 PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, BUSINESS GOODWILL, LOSS OF DATA OR FOR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE, 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 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.
- 10.4 You shall indemnify and hold Schneider Electric harmless from any and all claims, damages, demands or proceedings (including attorney's fees) brought against Schneider Electric, including those brought by any third party arising out of or in connection with the use, inability to use or misuse of the Software Product

- by You, and whether based in contract, warranty, tort (including negligence), strict liability, statute or otherwise, unless and to the extent any such claim resulted from Schneider Electric's non-fulfillment of the warranty set out in Section 9.1.
- 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, 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.
- 10.6 Notwithstanding any other term of this EULA, Schneider Electric's liability arising out of this EULA is reduced proportionally to the extent to which the act or omission of You or any other third person contributed to the loss or damage incurred.
- 10.7 In case the Software Product is intended as per its Documentation to be used for the purpose of collecting, storing and/or processing data such as but not limited to personal individual information, it is Your sole and full responsibility when making such use of the Software that You comply with any applicable data protection laws and regulations. In no event shall Schneider Electric be held liable for Your use of the data collected, stored or processed by the Software or Your non-compliance with any applicable data protection laws and regulations and You shall indemnify and hold Schneider Electric harmless from any and all claims, damages, demands or proceedings (including attorney's fees) brought against Schneider Electric, including those brought by any third party, arising out of or in connection with any breach by You of any such laws or regulations.
- 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).
- 10.9 In case the Software Product was furnished to You by any authorized reseller or other sales representative or another third party supplying the Software Product with or without a third party product, Schneider Electric shall in no event be a party to any purchase order or other agreement between You and such third party and shall not assume or otherwise bear any liability thereunder, with the consequence that any and all claims You may have in relation to the Software Products shall be directed at such third party and shall be subject to the liability sections in any purchase order or other agreement between You and such third party. Schneider Electric shall assume no liability whatsoever under such sections or be bound by their wording.
- 10.10 Subject to the limitations of liability set forth in Sections 10.2 and 10.3 of this EULA, Schneider Electric will defend and indemnify You against a third party claim that the Software Products infringe any copyright enforceable in the jurisdiction where Schneider Electric has its registered office or principal place of business, or misappropriates any trade secret protected under the laws of such jurisdiction (the "Included Jurisdiction"), provided that: (i) You notify Schneider Electric in writing within thirty (30) days of the claim; (ii) Schneider Electric has sole control of the defense and all related settlement negotiations; and (iii) You provide Schneider Electric with the assistance, information and authority necessary in order for Schneider Electric to perform its obligations under this Section.

Schneider Electric will have no obligation to You under this Section relating to claims which arise outside of the Included Jurisdiction, nor for any claims not expressly set out in Section 10.10 above.

If the Software Products are held, or are believed by Schneider Electric, to infringe, then Schneider Electric will have the option, at its expense, to: (i) modify the Software Products to be noninfringing; or (ii) obtain for You a license to continue using the Software Products. If, in Schneider Electric's sole discretion, it is not economically or commercially reasonable to perform either of the above options then Schneider Electric may terminate the license for the infringing Software Products and refund to You the license fee You paid to Schneider Electric for the infringing Software Products.

The foregoing Schneider Electric obligations do not apply when the claim of infringement results from or is related to: (i) Software Products provided pursuant to Your designs, drawings or specifications; (ii) Software Products stored, used or maintained other than in accordance with Schneider Electric's instructions or recommendations or other than for Your internal business purposes; (iii) claims of infringement resulting from combining the Software Products provided hereunder with any other item not furnished by Schneider Electric; (iv) modifications to the Software Products without the prior written consent of Schneider Electric; (v) software or products supplied or designed by You or third parties; or (vi) Your failure to use corrections or enhancements made available by Schneider Electric.

This Section 10.10 states Schneider Electric's entire liability and Your sole and exclusive remedy for infringement.

11. THIRD PARTY SOFTWARE

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

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

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

12. DATA PROTECTION/CONSENT TO USE DATA

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

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

13. AUDIT

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

14. EXPORT CONTROL

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

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

15. ASSIGNMENT

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

16. DURATION AND TERMINATION

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

17. MISCELLANEOUS

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

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

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

18. APPLICABLE LAW & DISPUTES

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

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

19. LEGAL EFFECT

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

APPENDIX 1 TO END-USER LICENSE AGREEMENT
SPECIFIC REGULATIONS / TERMS IN VARIOUS JURISDICTIONS

USA:

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

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

ARGENTINA:

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

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

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

AUSTRALIA:

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

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

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

BRAZIL:

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

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

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

CANADA:

The following Sections shall be added:

Application of Local Mandatory Laws

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

Langue Français / French Language

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

GERMANY

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

9. WARRANTIES

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

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

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

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

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

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

10. LIABILITIES

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

PERU:

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

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

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

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

3.2 Authorized Applications.

(...)

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

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

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

(...)

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

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

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

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

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

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

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

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

POLAND:

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

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

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

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

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

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

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

RUSSIA:

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

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

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

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

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

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

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

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

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

UNITED KINGDOM AND IRELAND

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

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

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

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

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

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

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

APPENDIX 2 TO END-USER LICENSE AGREEMENT

SPECIFIC TYPES OF LICENSE

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

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.

License for Field-Test. If You have acquired a license for field-test purposes, You acknowledge and agree that the Software Product licensed to You under a field-test license is a pre-release software only. As such, said Software Product may not be fully functional and You assume the entire risk as to the results and performance of the Software Product. You may install and use the Software Product licensed to You under a field-test license on computers in Your workplace only for the purpose of testing said Software Product before it is commercialized by Schneider Electric and potentially identifying any errors, bugs or defects in said Software Product. You also agree to use reasonable efforts to provide feedback to Schneider Electric regarding Your use of the Software Product, including a prompt report to Schneider Electric of errors, bugs or defects that You might find. Therefore, notwithstanding anything in this EULA to the contrary, You may not distribute or transfer any applications You create with the Software Product licensed to You under a field-test license. Schneider Electric will not update the Software Product licensed to You under a field-test license, nor provide support in relation thereto. The Software Product licensed to You under a field-test license may contain code that will, after a certain time period, deactivate the Software Product and render it unusable. Although said Software Product will attempt to warn You of the time frame in which it will be disabled, You acknowledge and agree that said Software Product may be deactivated or rendered unusable with or without warning. Upon such deactivation, this EULA will be considered terminated. Prior to deactivation of the Software Product, You may contact Schneider Electric to convert Your field-test license on the Software Product to a standard license governed by this EULA on the final release of said Software Product if and when available from Schneider Electric by paying to Schneider Electric the applicable license fee (if any) and obtaining from Schneider Electric the relevant activation code(s).

Corporate license.

You may not acquire a Corporate License unless You are a company or a corporation.

If You acquire a Corporate License from Schneider Electric, the media on which the Software Product is provided to You shall be configured so that it can only be used to operate the Software Product under a Corporate License; said media shall expressly mention the name of Your company, corporation or Group of Companies as being the licensee of a Corporate License on said Software Product.

The media containing the Software Product shall be provided to You separately from the license file necessary to activate said Software Product; said license file shall be configured so that it can only activate said Software Product under a Corporate License.

If and when acquiring a Corporate License, You acquire a concurrent use license under the following limits:

- You may install the Software Product for use by Authorized Users from and to the Sites only; - Any use of a Software Product licensed to You under a Corporate License is strictly prohibited by any person who or which is not an Authorized User, and from or to a location which does not qualify as a Site as defined hereunder.

If and when acquiring a Corporate License, it is agreed as an express deviation to Section 2.2 (i) of this EULA, that:

- You acquire the right to copy or reproduce the Software Product including the right to duplicate the media on which the Software Product is provided to You and the related license file; and
- You acquire the right to permit the use of the Software Product by any company or corporation which is part of Your Group of Companies (as defined hereunder), in both cases, for the sole and restricted purpose of exercising the concurrent use license right granted to You under said Corporate License within the limits set forth hereinabove.

This Appendix forms an integral part of this EULA, and all terms and conditions of this EULA which are not expressly deviated under this Appendix, shall apply to You in accordance with the foregoing in addition to the terms and conditions set forth in this Appendix.

As used herein and for the purposes of Corporate Licenses only, the following terms shall have the following meaning:

- the term '**Group of Companies**' means any company or corporation:
 - a) in which You directly or indirectly own or control the voting rights attached to more than 50% of the issued ordinary share capital, or (ii) control directly or indirectly the appointment of a majority of directors (or equivalent) of its board of directors (or equivalent body); or
 - b) which directly or indirectly (i) owns or controls the voting rights attached to more than 50% of Your issued ordinary share capital, or (ii) controls the appointment of a majority of directors (or equivalent) of Your board of directors (or equivalent body); or
 - c) which is directly or indirectly owned or controlled by the same company or corporation as You in accordance with sub-case b) above.
- the term '**Authorized Users**' means any end-users at the Sites who use the Software Product;
- the term '**Sites**' means Your facility to which Schneider Electric initially supplied the Software Product as well as all of Your facilities and the facilities of Your Group of Companies, irrespective whether said facilities are located within the same country or several countries.

