

Special conditions Cadwork software installed in network

Article 1. Purpose

1. The purpose of these special licensing conditions is to define the terms and conditions of the Cadwork software licence when it is made available in a network for several workstations.

Article 2. Opposability

2. These special licensing conditions are communicated with the licence offer, and are available and accessible online. The online documents accepted when placing the order for the licence take precedence over all other paper or electronic versions with a prior date.

3. The Customer has the possibility of saving and printing these special conditions by using the standard functions of his/her/its browser or computer.

4. When the subscription is taken out, the version of the special conditions enforceable on the Customer is that accepted by the latter.

5. Cadwork reserves the right thereafter to adapt or modify these special conditions at any time. The Customer shall be informed, by email and publication on the site's home page, of the planned modification no later than eight (8) working days before these modifications come into force. These modifications must be accepted by the Customer; failing this the Customer shall no longer be able to use the software after a notice period of six (6) months as of the date when the new version of the special licensing conditions come into force, the contract being deemed terminated.

Article 3. Term

6. As an exception to the general licensing conditions, the term of the general licensing conditions for the Cadwork software in a network is limited to two (2) years.

7. The period of validity of the licence of the Cadwork software in a network may be renewed by express agreement by subscribing online or by any other written means, by an extension of the said licence between the parties for the same term.

Article 4. Technical Installation Meeting

4.1 Meeting Purpose

8. The technical installation meeting is the first meeting allowing Cadwork technicians to check the technical prerequisites of the licensee's IT environment for the installation of the Cadwork software on the licensee's network.

9. The date of this meeting will be fixed freely between the parties.

4.2 Documentation

10. The implementation of the Cadwork software supplied in a network requires a prior study and analysis of the licensee's IT environment.

11. The licensee must provide, at the technical installation meeting, all the documents requested by Cadwork.

12. The parties agree to closely collaborate in the context of their relationship.

13. The Licensee undertakes to maintain active and regular collaboration by providing Cadwork with all the elements that it has requested.

Article 5. Access to the workstations

14. In addition to the on-site audit right stipulated in the general licensing conditions, the licensee must allow Cadwork permanent access to the servers and logs via TeamViewer, so that it can carry out the installation and check, throughout the entire period of the contract, the security and compliance conditions of the presented prerequisites.

Article 6. Non-authorized replication is forbidden under threat of penalties

15. As indicated in the general conditions, the Cadwork software licence is solely intended for use by the licensee and persons expressly authorised by Cadwork to use the software.

16. Consequently, all replications of the software on a network, not authorised by Cadwork, are strictly forbidden. Remote access to the server and Cadwork software not authorised by Cadwork, notably by TSE, is also forbidden.

17. In the case of non-respect of these obligations, the licensee must pay Cadwork as of right, five (5) days after having been notified of the said non-respect by registered letter with recorded delivery producing no effect, the sum of five hundred thousand (500 000) Euros as penalties.

18. The penalties are due notwithstanding any damages to compensate for harm suffered by Cadwork as a result of the unauthorised replication or which could result from the licensee's failure to fulfil another obligation defined in the general or special conditions of the Cadwork licence. These penalties do not constitute a discharge and are additional to the damages linked to the harm suffered by Cadwork.