Terms and Conditions

Preamble:

These General Terms and Conditions of Sale are provided by:

- Cadwork France, Rue Joseph Climent, F-25660 Saône +33 3 63 21 99 20 (SIREN: 752 221 903)
- Cadwork SA, Route de Montreux 151, CH-1618 Châtel-St-Denis +41 21 943 00 40 (CHE-104.987.424)
- Cadwork Italia S.r.l, Via Budapest 4, IT - 65010 Pescara +39 085 909 6910 (02277120685)
- Cadwork Belgium S.r.l, Avenue Kersbeek 308, BE - 1180 Uccle +32 2 320 55 11 (BE0775687125)

These entities will be referred to individually or collectively as "Cadwork" in these General Terms and Conditions of Sale and govern the rules applicable depending on the country in which the Cadwork software license is purchased.

1) Applicable law:

This contract is governed by Swiss law when the license is purchased from Cadwork SA, by French law when the license is purchased from Cadwork France, by Italian law when the license is purchased from Cadwork Italia S.r.l, and by Belgian law when the license is purchased from Cadwork Belgium S.r.l.

This applies to both substantive and procedural rules, regardless of where the substantive or ancillary obligations are performed.

2) Precedence of mandatory local law provisions:

These General Terms and Conditions of Sale, License and Maintenance (hereinafter the "GTC") apply to all Cadwork customers, regardless of their country of establishment, and govern all provisions relating in particular to pricing, payment terms, late payment interest, penalties, liability, limitations or exclusions of liability, jurisdiction, personal data protection, and consumer rights.

However, the GTC apply subject to the mandatory provisions of the local law applicable in the country where the license is subscribed. In the event of a conflict between any provision of these GTC and a mandatory rule of local law (notably regarding interest rates, penalty caps, consumer protection, liability, or data protection), the mandatory rule shall prevail and the conflicting provision shall be deemed unwritten to the extent of such conflict, without affecting the validity of the remaining provisions of the contract.

The parties agree, where applicable, to adapt in good faith the relevant provision so as to comply with mandatory local legislation, under conditions that preserve as far as possible the economic and legal balance originally intended by these GTC.

3) Jurisdiction:

In the event of a dispute, express jurisdiction is attributed when:

- the license is purchased from Cadwork SA to the competent court of the canton of Fribourg, notwithstanding multiple defendants or the introduction of third parties;
- the license is taken out with Cadwork France, the competent court of Besançon, notwithstanding multiple defendants or the introduction of third parties;
- the license is purchased from Cadwork Italia S.R.L, the competent court in Pescara shall have jurisdiction, notwithstanding multiple defendants or the introduction of third parties;
- the license is purchased from Cadwork Belgium S.R.L at the competent court in Brussels, notwithstanding multiple defendants or the introduction of third parties

4) In the event of subscription to a leasing contract with a financial partner:

The contract duration, termination conditions, payment terms, invoicing, as well as the price revision conditions applicable to maintenance are governed exclusively by the leasing contract, which shall prevail over any contrary provision of these GTC.

Where maintenance is included or offered for the first year as part of a package, such free maintenance period shall be deferred until the end of the financing period.

At the end of this period, maintenance shall be invoiced separately, in accordance with the pricing conditions and invoicing terms in force at that time.

Throughout the duration of the leasing contract including maintenance, the Customer is informed that any request to terminate maintenance may result in the application of the provisions set out in these GTC, in particular the loss of pricing advantages, access rights to related services, and preferential conditions.

Where applicable, the financial and contractual consequences provided for in the leasing contract shall remain applicable.

A. General Terms and Conditions of License for Cadwork Software

Cadwork has the rights to offer the Customer the cadwork software, the general license terms and conditions of which are set out herein.

1) Definitions:

The following terms, whether used in the plural or singular, shall have the following meanings between the parties:

- "Contract": all contractual documents defining the terms and conditions of the software license
- "Documentation": where available, all documents describing all technical information relating to the software, the features of the software in its successive versions, and all information and documents enabling users to use it. Where available, the documentation is that provided on the date of subscription and accessible at the same time as the downloaded software
- "Dongle": physical device in the form of a USB key controlling access to the software or any device with equivalent effects
- "Software": all computer programs developed by Cadwork and/or on its behalf and made available under this contract and offered under the Cadwork brand.
- "Licensee": user of the software or any other service offered under these terms and conditions for use in the applicable territory
- "Service": all services provided under these general terms and conditions
- "License type": specific terms and conditions related to the various cadwork offers
- "GTC": General Terms and Conditions of Sale

2) Purpose:

The purpose of these general terms and conditions is to define the terms and conditions of the cadwork software license.

In the event of the sale of third-party products from another brand, the supplier's GTC shall apply.

3) Enforceability:

These general terms and conditions of license are provided with the license offer and are also available and accessible online. The documents available online that are accepted when ordering the license take precedence over all previous paper or electronic versions.

The Customer has the option to save and print these general terms and conditions using the standard features of their browser or computer.

At the time of subscription, the version of the terms and conditions enforceable against the Customer is the one accepted by the Customer.

Cadwork reserves the right to adapt or modify these terms and conditions at any time.

The Customer will be informed of any proposed changes by email and by publication on the website's home page within eight (8) business days prior to the changes taking effect.

These modifications must be accepted by the Customer; otherwise, they will no longer be able to use the software after a notice period of six (6) months from the date of entry into force of the new version of the general license terms and conditions, the contract being deemed terminated.

4) Documentation:

The contractual documents are, in descending order of priority:

- Where applicable, special license terms
- These general license terms
- Any appendices.

In the event of any contradiction between documents of a different nature or rank, it is expressly agreed between the parties that the provisions contained in the higher-ranking document shall prevail for obligations that are in conflict of interpretation.

In the event of a contradiction between the terms of documents of the same rank, the most recent documents shall prevail over the others.

Notwithstanding the rules for interpreting contracts set out in the relevant legal texts, the following ranking criteria shall apply:

- obligation by obligation;
- or, failing that, paragraph by paragraph;
- or, failing that, article by article.

5) Special license conditions:

The types of licenses are described in the appendix "Description of licenses."

Where applicable, depending on the type of license chosen by the licensee, special conditions may be agreed upon.

6) Term

a. Effective date:

These general license terms and conditions shall enter into force and shall be enforceable against the licensee from the date of subscription to the service.

b. Duration:

Unless otherwise specified in special conditions, this license for the software in its version on the date of delivery is granted by Cadwork to the Licensee for the entire legal duration of intellectual property rights protection.

7) Nature of the rights granted:

All copyrights, trademarks, trade names, patents, or other intellectual property rights or distinctive signs that appear on the software or are related to it (media, programs), as well as on the documentation and manuals, remain the sole and exclusive property of Cadwork.

The Licensee does not acquire any intellectual property rights to the software and only has a non-exclusive, non-transferable, personal right of use, granted within the limits of the territory covered by the license in question, subject to the conditions and limitations set forth herein.

The licensee shall refrain from infringing, directly or indirectly, Cadwork's copyright and all of its distinctive signs.

The licensee may not subdivide a set of licenses provided by Cadwork, as each license acquired is part of the same acquisition transaction by the licensee.

As such, the licensee shall refrain from modifying, removing, concealing, altering, or moving, in whole or in part and by any means whatsoever, any distinctive signs appearing, among other things, in the computer programs, media, documentation, and manuals, as well as the various property and copyright notices that appear on the screens and in the software.

The licensee undertakes to take all necessary measures to protect Cadwork's property rights.

The licensee may make a backup copy when necessary to preserve the use of the software.

Furthermore, due to the implementation of technical protection measures, in particular through the use of a dongle, the exception for private copying is limited.

8) Scope of rights granted:

a. General principles:

The software shall be used solely for the Licensee's own purposes, in accordance with its intended use, the specifications set out in these general license terms and conditions, and the requirements contained in the associated documentation, where available.

The right to use the software is in principle granted for the version available on the date of signature of these terms and conditions.

Specific provisions for each type of cadwork license are specified in the special terms and conditions.

Any use not expressly authorized by Cadwork under these terms and conditions is unlawful.

The licensee shall refrain from making any copies of the software, or any reproduction or adaptation, whether in whole or in part, except those strictly necessary for the security of its systems or for the use of the software in accordance with these terms and conditions.

The Licensee may not, either directly or indirectly, communicate, make available, or transfer the software package to a third party not party to these terms and conditions, whether free of charge or for a fee.

The Licensee shall refrain from any action or act that may directly or indirectly infringe Cadwork's copyright in the software.

b. Maintenance reservation:

It is specified that Cadwork reserves the right to correct errors and perform maintenance operations on the software.

9) Downloading the software and documentation

Upon initial subscription, the software and associated documentation, where available, shall be provided to the Licensee by Cadwork.
To proceed with this initial subscription, the Licensee is asked to provide an email address.
It is specified that this email address is kept by Cadwork for the entire duration of the contract.
If this email address changes, the Licensee is asked to inform Cadwork.
The software is considered accepted by the Licensee if no reservations are made within two business days of the order confirmation email.
The latest installation recommendations are available on the Cadwork website, under Support, PC Configuration, and Operating System.

10) Warranty:

The Licensee accepts the software as is.

11) Liability:

The software is a tool that is used under the responsibility of the Licensee.
Professional licensees must use the software with discernment and in accordance with the rules of good practice applicable to their profession.
Cadwork is in no way, under any circumstances, liable for the use made of the software by the Licensee, nor for the input or output data of the software.
Cadwork is not obliged to remedy the harmful consequences of mistakes made by the customer or third parties and/or the harmful consequences resulting from the customer's failure to comply with the conditions of use of the deliverables produced by Cadwork.
The licensee shall indemnify and hold Cadwork harmless from any third-party claims concerning the content created by the licensee.
Except in the event of proven breach by Cadwork of its obligations and in particular in the event of defects affecting the software, Cadwork assumes no responsibility for (a) errors, faults, or inaccuracies in content or confidentiality attributable to the licensee; (b) bodily injury or property damage of any kind resulting from access to and/or use of the software; (c) any unauthorized access to or use of Cadwork's servers and/or any personal and/or financial information stored therein; (d) any interruption or cessation of transmission to or from the software; (e) content created by the licensee using the software; (f) any bugs, viruses, Trojan horses, etc. that may be transmitted to or through the software, website, or any other Cadwork product by a third party; (g) any violation by licensees of the intellectual property rights of third parties and/or other users; (h) for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available on or through the Software, unless caused by Cadwork's intentional misconduct or gross negligence.
In the event of a proven breach by Cadwork of its contractual obligations and/or in the event of damage caused to a third party or to property while performing the services, Cadwork's liability shall be strictly limited to material, direct, and foreseeable damage caused to the customer, property, and third parties.
In any event, Cadwork shall not be held liable for any immaterial, indirect, or unforeseeable damage such as commercial loss or disruption, loss of customers, loss of profits, income, or business, loss of brand image, or loss of data.
In any event and regardless of the nature of the damage, Cadwork's liability shall not exceed the total amount paid by the licensee to Cadwork over the twelve (12) months preceding the occurrence of the damage.

12) Payment terms:

a. Price:

The fee paid by the licensee is a one-time, lump sum, and final payment payable in accordance with the terms described in the special conditions, unless otherwise stated therein.

b. Payment terms:

All invoices are payable in cash, unless otherwise specified in the special conditions.

c. Late payment interest and collection fees:

i. *Scope of application & hierarchy of rules:*
This clause applies to all invoices and payment obligations of the Customer. It shall be automatically enforced upon expiry of the payment deadline, without prejudice to the creditor's right to obtain compensation for any additional damage. Where mandatory local rules apply, they shall prevail and this clause shall be understood to be within the limits of the law.

ii. *Acceleration of payment terms:*
Any delay in payment shall automatically result in the acceleration of all unpaid invoices, which shall become immediately due and payable.

iii. *Interest on late payments:*
Interest on late payments shall accrue from the day following the due date until full payment, at the following contractual rate: the European Central Bank (ECB) main refinancing rate in effect on the due date + 10 points.
Mandatory national adjustments:
- Switzerland (CO): unless otherwise stipulated in the contract, the legal rate is 5% per annum; the parties may agree on a higher rate. The above clause applies as the contractual rate and takes precedence over the 5% rate unless prohibited by law.
- EU Member States (including Belgium and Italy): in the absence of a valid contractual rate, the legal rate transposing Directive 2011/7/EU (ECB reference rate + 8 points minimum) applies; this clause sets a contractual rate, subject to tests of fairness and non-abuse.
- France: the ECB rate + 10 points is legally stipulated.

iv. *Fixed compensation for recovery costs:*
For each invoice paid after the due date, the debtor owes a fixed compensation of €40 per invoice (or the equivalent amount in the currency of invoicing where permitted by law) in addition to late payment interest. If the actual collection costs exceed €40, the creditor may claim additional compensation as justified.

v. *Penalty clause (formal notice):*
From the date of dispatch of a formal notice, the unpaid amount shall also be increased by a penalty clause of 20% (minimum €300), which may be combined with late payment interest (§3) until full payment is made.
Possible judicial reduction: where applicable law so provides, the penalty clause may be moderated by the judge if it is manifestly excessive (e.g., Italy, Art. 1384 C.C.; Switzerland, Art. 163 para. 3 CO).

vi. *Currency & conversions:*
The compensation and penalty clause are payable in the currency of the invoice. In the event of conversion (ECB, SNB, or creditor's bank), bank charges shall be borne by the debtor.

vii. *Proof & enforceability:*
These provisions apply automatically upon becoming due and payable. Any dispute by the debtor must be justified within a reasonable period.

13) Suspension:

In the event of non-compliance by the Customer with its payment obligations, which remain unresolved after Cadwork has sent a registered letter with acknowledgment of receipt reiterating the request for payment, Cadwork reserves the right to suspend the service automatically and without notice.
Access to the services will be suspended until the Customer has paid in full all sums owed to Cadwork for the said services, without prejudice to the termination of the contract and/or compensation for costs and its own loss related to this late payment.
Retention of title: In the event of non-payment of invoices due, our company remains the owner of the item sold until payment of the price by the buyer (hardware and software) and will have the possibility of claiming and seizing it.

14) Personal data:

a. Preliminary formality:

Each party shall be responsible for fulfilling the formalities incumbent upon it under the regulations relating to the protection of personal data.

b. Guarantee:

Each party guarantees the other party that it will comply with its legal and regulatory obligations under personal data protection regulations, particularly regarding cross-border data flows outside the European Union.

c. Individual rights:

In accordance with personal data protection legislation, individuals whose names are used by each party may exercise their right to question, access, modify, and rectify their data by contacting each party concerned by the request at their respective registered offices, unless specific details are provided in the personal data collection documents.

d. Use:

Each party grants the other party the right to use the personal data exchanged for professional purposes and for electronic prospecting, both for itself and for its contractual partners.

15) Audit:

a. Notice period:

Cadwork must notify the Licensee in writing of its intention to conduct an audit, giving at least thirty (30) days' notice.
Cadwork may only conduct one audit per year.

b. Preliminary information:

Cadwork shall communicate the scope of the planned audit, the list of audit procedures and measurement tools it plans to use (including scripts and system commands), as well as all license and maintenance agreements and purchase orders covered by its request.

c. Auditor:

Cadwork shall communicate the name of the auditor, if applicable.
The Licensee has the right to refuse the auditor for a legitimate reason.
In the event of disagreement after a third proposal, the choice of auditor shall be determined by the competent court.
The Licensee is liable for any damage caused by the auditor.

d. Audit report:

The results of the audit shall be formalized in a report, which shall be sent to the Licensee so that they may insert their comments and reservations.
The final report must include the Licensee's comments.

e. Invoicing:

If a disagreement arises concerning compliance discrepancies, Cadwork is entitled to issue the corresponding invoice based on the rate in effect at the time of the audit.

16) Replacement of the dongle key:

In the absence of a separate maintenance contract, the conditions for replacing the dongle key or any equivalent technical device are defined in this clause.
Damaged or obsolete dongle keys shall be replaced in accordance with the current price list.
In the event of loss or theft of the key, outside of maintenance, a new license must be purchased by the licensee.

17) Termination:

In the event of a breach by the Licensee of the obligations herein that is not remedied within fifteen (15) days of the sending of a registered letter with acknowledgment of receipt notifying the Licensee of the breach in question, Cadwork may automatically terminate or cancel the contract without prejudice to any damages it may claim hereunder.

18) General provisions:

a. Assignment:

This contract may not be assigned in whole or in part, for consideration or free of charge, by either party without the prior written consent of the other party.

b. Language:

These general terms and conditions of sale are written in French. Translated versions are available in German (D), Italian (I), English (EN), and Dutch (NL) for commercial purposes.
In the event of a dispute, disagreement or difference in interpretation between the different language versions, only the French version shall be binding between the parties. Any translation is provided for information purposes only and does not alter the provisions of these terms and conditions.

c. **Entire agreement:**
This contract expresses the entirety of the obligations of the parties.

d. **Conciliation:**
In the event of any difficulty of any kind and before any legal proceedings, each party undertakes to meet at the initiative of the most diligent party within eight days of receipt of the letter requesting a conciliation meeting to find an amicable solution to the dispute.
This clause is legally independent of this contract.
It shall continue to apply despite any nullity, termination, rescission, or annulment of the present contractual relations.

B. Additional terms and conditions for the "Student," "Intern," "Graduate," and training centers licenses

1) **Purpose:**
The purpose of these additional general terms and conditions of license is to define the terms and conditions of the Cadwork software license for students, interns, graduates, teachers, and those provided to training centers.

2) **Period of validity:**

a. **"Student" license:**
The "student" license for the software is limited to the duration of the Licensee's studies, subject to compliance with the conditions set out in the article "Conditions of validity of the student license" and payment of the price.

b. **Graduate license:**
The duration of the "graduate" license is limited to four (4) months.

c. **Teacher license:**
The "teacher" license is limited to the duration of the teacher's employment contract, as long as their school program requires training students in techniques that require the use of Cadwork software.

3) **Activation code:**
An activation code for the dongle key is provided.

4) **Scope of rights:**

a. **Student license:**
The "student" license may only be used for study purposes and allows the Licensee full use of the subscribed features of the software.
The license may not be used for commercial purposes or redistributed to third parties under any circumstances.
Use of the "student" license for the software in violation of the stated conditions is punishable by prosecution for infringement, including criminal prosecution.

b. **Intern license:**
Students or trainees doing an internship in a company equipped with cadwork can benefit from the "student" license. The company can purchase the license for the intern, but the license will belong to the intern.
In the case of very short internships (less than 2 months), or if the intern is not enrolled in a school approved by cadwork, the request may be reviewed on a case-by-case basis.
In all cases, the company hosting the intern must have a maintenance contract and keep its software up to date.

c. **"Graduate" license:**
The "Graduate" license is described at www.cadwork.com and is subject to the same conditions as the "Student" license.
In case of difficulty, the licensee can seek assistance from Cadwork.
To do so, they can send their requests by email.

d. **"Teacher" license:**
The right to use the Cadwork "Teacher" license is limited to the duration of the teaching position at the institution. The teacher is required to notify us of any departure from their position. It is provided to teachers who have completed Cadwork training. The license is personal and cannot be loaned or transferred; it may only be used for educational purposes and may not be used for commercial purposes under any circumstances.
The principles are identical to those of the "student" license. However, machine modules can only be activated upon special request.
Teachers must comply with the Terms and Conditions, available at www.cadwork.com. Abuse of the "teacher" license is punishable by law.

5) **Conditions of validity:**

a. **"Student" license:**
All licenses are non-transferable.
To apply for a cadwork "student" license, the following information and documents are required:
- Certificate of enrolment;
- Full address of the student.

Please note that the General License Terms and Conditions and these Special Terms and Conditions must be signed by the licensee.

b. **Graduate license:**
The "student" license can be converted into a "graduate" license.
The graduate license is intended for individuals who have completed their studies at an educational institution certified by Cadwork.
The conversion to a "graduate" license must be requested in writing or via the dedicated form at www.cadwork.com
The following information and documents are required to request conversion from a cadwork "student" license to a "graduate" license:
- Proof of study;
- Student's full address;
- Diploma or any other document certifying completion of studies;
- Contact details of the company where the graduate Licensee works.

It is specified that the General License Terms and Conditions and these Special Terms and Conditions must be signed by the licensee.
The list of certified institutions is available on request to any interested party.

c. **"Teacher" license:**
All licenses are non-transferable. The license can be ordered directly via the website www.cadwork.com.
To apply for a cadwork "teacher" license, the following information and documents are required:
- Certificate completed and signed by the school principal/head teacher attesting to the teacher's position at the school approved by Cadwork;
- The teacher's full address;

Please note that the terms and conditions must be signed by the licensee.

6) **Price:**

a. **Price of the "student" and "teacher" licenses:**
The price of the licenses is listed on www.cadwork.com.

b. **Price of the "Graduate" license:**
The "graduate" license does not incur any additional cost if the pupil or student already has a "student" license and a USB key. If the graduate licensee does not have a personal "student" license, they may purchase a "graduate" license under the same conditions as the "student" license.

7) **Special clause for training centers:**
It is specified that training centers are subject to these terms and conditions of sale.
The software must be used exclusively for teaching purposes.
Any commercial use is strictly prohibited.
The software must not be loaned or sold to a third party, nor installed in configurations that do not comply with the technical requirements set by Cadwork or that have not been previously validated by Cadwork.
The authorization code for the software made available by Cadwork to training centers is renewed annually.
In return, the parties agree that participation in "user club" meetings is mandatory for teachers at these training centers.

C. Description of the different licenses:

a. **Client License:**
License granted by Cadwork to companies for the entire legal duration of intellectual property rights protection. The Licensee has a non-transferable, personal right of use, granted within the limits of the territory covered by the license in question.

b. **Test License:**
The Test License is the best way to ensure that cadwork is the right software for you. Thanks to the 2-month trial offer and following a 3-day Discovery training course, you can test the software and its support free of charge for 2 months. The trial offer is available, but it is not mandatory.

c. **Educational Versions:**
You can use the original, full version of the cadwork software, with no limitations on functionality compared to the professional version. Use for educational purposes only and not for commercial purposes.
- **Student/Learner**: License valid for the duration of studies (extension upon presentation of a valid study certificate).
- **Intern**: Trainees doing an internship in a company equipped with cadwork can benefit from the "student" license. License valid for the duration of studies (extension upon presentation of a valid study certificate).
- **Short-term internship**: In the case of very short-term internships (less than 2 months), or if the intern is not enrolled in a school approved by cadwork, the request may be reviewed on a case-by-case basis.
- **Graduate:** License valid for 4 months after graduation.
- **Teachers:** License offered to teachers for training students or learners through tailored training courses that guarantee optimal use.
- **School:** The software is available to educational institutions that offer training in carpentry, wood construction, building, architecture, joinery, and any other courses related to wood construction.
  Institutions can benefit from it free of charge if they have at least one trained person. Cadwork equips as many workstations as necessary within the institution.

d. **Rental License:**
A solution that provides access to the latest versions of the software, tailored to the number of employees or projects.

e. **Network License:**
Provides access to the cadwork software on a network for multiple workstations. Primarily intended for schools, this is a server license.

D. Cadwork maintenance terms and conditions

1) Preamble:

Cadwork has been one of the world leaders in the construction software market for nearly thirty years. Its comprehensive and flexible range of modules covers all areas of construction and every stage of a project. The Customer certifies that they have a valid license to use the latest version of cadwork software, enabling them to subscribe to maintenance services on a regular basis.

The Customer wishes to contact Cadwork with a view to obtaining a software maintenance service. The Customer acknowledges that the proper performance of maintenance services requires a high degree of cooperation on its part and therefore undertakes to collaborate closely and continuously with Cadwork by providing all the information necessary for the proper performance of the latter's obligations.

Consequently, after reviewing the service offered by Cadwork and assessing the opportunity to use this service in light of its specific needs, the Customer has decided to purchase a maintenance service from Cadwork.

The parties agree to engage in a continuous exchange of information in order to contribute to the success of this contract and to avoid the creation of difficulties that could be detrimental to the interests of both parties.

The parties undertake to cooperate closely in the performance of their respective obligations in accordance with the terms of these general terms and conditions.

2) Definitions:

The terms defined below shall have the following meanings between the parties:

- "Anomaly": an anomaly which, individually or cumulatively, has an impact on the use or operation of the functionalities;
- "Blocking anomaly": an anomaly which, individually or cumulatively, has repercussions on the functioning by blocking the use or operation of the features;
- "Workaround anomaly": an anomaly which, individually or cumulatively, has an impact on normal operation without blocking the use or operation of the features;
- "Object code": source program translated into binary language in the form of object code that can be read and executed by a computer;
- "Source code": a computer program written in a programming language that is understandable to a person skilled in the art;
- "Diagnosis": determination of the severity of anomalies;
- "Working hours and days": hours and days worked from Monday to Friday during the hours available in the support section of the Service Provider's website;
- "Software": all computer programs developed by Cadwork and/or on its behalf and made available to the Customer;
- "Workaround": a temporary solution to remedy an anomaly in the application perimeter, accompanied by complete instructions for installing and operating this solution, the installation and/or operation and/or use of which does not entail any additional costs for the Customer;

3) Purpose:

These general terms and conditions define the rights and obligations of each party with regard to software maintenance services.

4) Enforceability:

These general maintenance terms and conditions are provided with the maintenance offer and are also available and accessible online. The documents available online that are accepted when ordering the service take precedence over all previous paper or electronic versions.

The Customer has the option to save and print these general terms and conditions using the standard features of their browser or computer.

At the time of subscribing to the maintenance service, the version of the terms and conditions enforceable against the Customer is the one accepted by the Customer.

Cadwork reserves the right to adapt or modify these terms and conditions at any time. The Customer will be informed of any proposed changes by email and by publication on the website's home page within eight (8) business days prior to the changes taking effect. These modifications must be accepted by the Customer, failing which they will no longer be able to use the maintenance service after a notice period of six (6) months from the date of entry into force of the new version of the general terms and conditions of license, the contract being deemed terminated.

5) Documents:

The contractual documents are, in descending order of priority:

- These general maintenance terms and conditions;
- Its appendices.

In the event of any contradiction between documents of a different nature or rank, it is expressly agreed between the parties that the provisions contained in the higher-ranking document shall prevail for obligations that are in conflict of interpretation. In the event of any contradiction between the terms of documents of the same rank, the most recent documents shall prevail over the others.

Notwithstanding the rules of contract interpretation defined in the relevant legal texts, the following ranking criteria shall apply:

- Obligation by obligation;
- Or, failing that, paragraph by paragraph;
- Or, failing that, article by article.

6) Technical scope:

The services described in this contract apply only to the most recent version of the software available at the time of implementation of the maintenance services.

7) Effective date and duration:

a. Effective date:

The contract shall enter into force upon subscription to the service.

b. Duration:

Subscriptions are taken out from January 1 to December 31 of each year.

In the event of a first subscription during the year, the customer is committed until the end of the current year and automatically for the following calendar year.

At the end of this initial period stipulated above, the contract is automatically extended. This new period is itself extendable under the same conditions and for the same duration, as many times as necessary.

8) Termination:

At the end of the initial period, either Party may terminate the agreement by registered letter with acknowledgment of receipt (LRAR).

The notice period is three (3) months prior to the renewal date. For termination to take effect on January 1, the letter must be received no later than September 30.

Failing this, the contract is automatically renewed for an additional year, and the termination is valid for the following maintenance period.

9) Customer obligations:

The Customer undertakes to:

- Back up all of its data and applications before any intervention by Cadwork;
- Provide all up-to-date documentation relating to all or part of the elements of the Customer's operating configuration;
- Allow Cadwork to interview one or more of the Customer's competent staff members who have experienced the anomalies in question;
- Provide an incident log that accurately documents the anomalies encountered. In this regard, it is the Customer's responsibility to record all anomalies and requests for intervention chronologically in an incident log
- Equip themselves with the technical resources, in particular telecommunications, necessary for the proper performance of this Agreement;
- At the express request of the Service Provider, deactivate antivirus software and firewalls for the time necessary to download and install corrective patches or a new version;
- Grant the Service Provider's team's administrator rights on the relevant workstations for the time required to download and install corrective patches or a new version.

10) Warning:

It is the Customer's responsibility to ensure:

- That it has the necessary skills to use the applications covered by this maintenance service;
- That its structures are capable of acquiring the skills required to perform the maintenance services;
- That maintenance requests will be centralized by a single point of contact, designated by the Customer, who is motivated and available and has a sufficient level of technical expertise to communicate effectively with Cadwork's teams.

11) The maintenance service:

a. Subscription and membership

- **Direct purchases from Cadwork**:
  Maintenance is mandatory with the purchase of a license. The first 12 months of maintenance and membership fees are free of charge.
- **Indirect purchases (outside Cadwork)**:
  The free offer does not apply; the Customer must pay the full amount of the annual maintenance fee for the first year, calculated per module according to the current price list, as well as an entry fee equivalent to the cost of one year of maintenance.

b. Maintenance services

During the maintenance period, the Customer benefits from:

- Updates and new versions of the software.
- Technical support via hotline (on business days, hours available at www.cadwork.com) and remote maintenance (live assistance on your screen).
- Free participation in a user meeting to present new versions when these are offered by Cadwork (user club).
- Free replacement of the software key (dongle) in the event of loss, theft, or damage while maintenance is active (in the event of the sale of third-party products from another brand, the supplier's terms and conditions apply).
- Access to the Customer Area (tutorials, manuals, connectors/APIs, etc.).
- Access to the Tool Center (STC, OTC) and business tools not developed by Cadwork, such as Opticargo and Lisa Blue Light (non-exhaustive list) – use reserved for customers under maintenance; these tools are not the property of the Customer and access ceases automatically when maintenance ends.

c. Diagnosis:

Cadwork will diagnose any anomalies reported by the Customer, based on information provided by the Customer's staff and its knowledge of the software.

As such, when Cadwork considers that the service requested does not fall within the scope of maintenance but rather training for licensees, Cadwork will propose a suitable training offer that can be subscribed to under a separate contract.

d. Corrective maintenance:

Corrective maintenance services consist of correcting or circumventing any reproducible anomaly that appears during use in accordance with the software documentation.

Workarounds are only temporary and must be supplemented by a permanent fix.

Any reproducible anomaly must be identified by the Customer and reported to Cadwork.

e. Evolving maintenance:

Evolving maintenance includes the provision of upgrades enabling:

- The correction of anomalies or improvements to existing functionality decided by Cadwork;
- Adapt the software as necessary due to changes in the operating system used by the Customer.

Upgrades are not provided automatically and systematically to the Customer. They may be provided at the Customer's request, particularly in the event of an anomaly being detected.

In general, they will be provided to the Customer in accordance with the details provided at www.cadwork.com

Evolving maintenance includes the provision of new versions.

Evolving maintenance does not include the provision of specific developments tailored to the Customer's needs.

12) Exclusions from the maintenance service:

In addition to the provision of new versions or specific developments, the maintenance fee does not cover interventions due to:

- A non-reproducible anomaly in the Service Provider's configuration;
- Failure to comply with written instructions given by Cadwork to the Customer as part of its obligation to provide information;
- To misuse of the software or use that does not comply with its documentation or intended purpose;
- A modification of the software by the Customer or by a third party at the Customer's initiative;
- A change to all or part of the configuration, rendering it incompatible with the software and not previously approved by Cadwork;
- Anomalies due to other software or software packages interfaced or installed on the user configuration;
- Anomalies due to the configuration and operating system;
- Incidents or accidents such as explosions, natural disasters, acts of war, riots or attacks, and any event comparable to a case of force majeure or the actions of a third party.

In the event that Cadwork's intervention to repair the software covered by this maintenance agreement is due to one of the above-mentioned circumstances, its intervention will be invoiced to the Customer at the rate in effect on the day of the request or, at the Customer's express request, on the basis of a prior estimate.

13) Terms and conditions of intervention:

The terms and conditions of intervention consist of either:

- An on-call procedure;
- Remote maintenance;
- On-site intervention (at the rate in effect or, at the express request of the Customer, based on a prior estimate).

a. On-call procedure

Diagnosis and, where possible, corrective maintenance are initially carried out via telephone assistance, known as the "Hotline."

The hotline is available to the Customer on business days and during business hours as specified on www.cadwork.com.

It is the Customer's responsibility to refer to the application documentation before each telephone call and to describe the symptoms of the problem encountered in a precise and comprehensive manner.

b. Remote maintenance:

The corrective and upgrade maintenance services defined in this contract are provided via remote maintenance, using TeamViewer software or any other equivalent tool.

As such, the Customer authorizes Cadwork to connect to its computers in order to make the necessary corrections or take any action to resolve or circumvent a problem defined by the Customer.

To benefit from the remote maintenance service, the Customer must first obtain the necessary technical equipment, such as telephone lines, modems, and other hardware, the type and characteristics of which are defined at www.cadwork.com

c. On-site intervention:

If telephone support and remote maintenance have not resolved the reported issues, the Customer may request on-site intervention by Cadwork teams.

On-site intervention is not covered by the maintenance fee.

Before each on-site intervention, Cadwork will, at the express request of the Customer, draw up a quote specifying the proposed amount or will invoice its intervention at the current rate. In the event of disagreement between the parties on the price of the intervention, Cadwork is entitled to refuse to travel to the Customer's site.

d. Response and correction times:

Cadwork will make every effort to meet the following intervention deadlines:

- 4 hours, in the event of blocking anomalies.

Cadwork will make every effort to meet the following correction deadlines:

- Five (5) business days in the event of a blocking anomaly or, failing that, to provide a temporary workaround solution;
- Twenty (20) days for any other type of anomaly or for the provision of an update or upgrade proposed by the Service Provider and accepted by the Customer.

e. Maintenance log:

Each request for intervention or correction, whether made by telephone, remote maintenance, or on site, will be recorded in the maintenance log.

14) Personal data

a. Preliminary formality:

Each party shall be responsible for the formalities incumbent upon it under the regulations relating to the protection of personal data.

b. Guarantee:

Each party guarantees the other party that it will comply with its legal and regulatory obligations under personal data protection regulations, particularly with regard to cross-border data flows outside the European Union.

c. Individual rights:

In accordance with legislation on the protection of personal data, individuals whose names are used by either party may exercise their right to question, access, modify, and rectify their data by contacting each party concerned by the request at their respective registered offices, unless specific details are provided in the personal data collection documents.

d. Use:

Each party grants the other party the right to use the personal data exchanged for professional purposes and for electronic marketing purposes, both for itself and for its contractual partners.

e. Subcontracting: general instructions

The Customer has expressly reminded Cadwork of the strategic and strictly confidential nature of all personal data.

Consequently, Cadwork acknowledges that all such data and files are subject to compliance with legislation on the protection of personal data and are covered by privacy and potentially professional secrecy.

Cadwork undertakes to implement all necessary procedures to ensure confidentiality and the highest level of security.

Cadwork undertakes to take all necessary measures to ensure that it and its staff comply with these obligations, and in particular to:

- Not processing or consulting the data or files contained therein for purposes other than the performance of the services it provides to the Client hereunder;
- Only process or consult data in accordance with the instructions and authorization received from the Client;
- Do not insert foreign data into files; take all measures to prevent any misuse, malicious or fraudulent use of data and files;
- Refrain from consulting or processing data other than that covered by these terms and conditions, even if access to such data is technically possible.

Furthermore, Cadwork shall refrain from:

- Disclosing, in any form whatsoever, all or part of the data used;
- Making copies or storing, in any form and for any purpose, all or part of the information or data contained on the media or documents entrusted to it or collected by it during the performance of this contract.

Cadwork undertakes to take all necessary precautions, given the nature of the data and the risks involved in processing it, to preserve the security of the data in the files and, in particular, to prevent any distortion, damage, loss, or access by unauthorized third parties.

The measures implemented by Cadwork to ensure data security and confidentiality are defined in the appendix.

Cadwork undertakes to maintain these measures throughout the term of this agreement and, failing that, to inform the Customer immediately.

In any event, Cadwork undertakes, in the event of a change in the means used to ensure the security and confidentiality of data and files, to replace them with means of superior performance.

Cadwork acknowledges and agrees to act in accordance with these terms and conditions when processing data and files to which it may have access.

The parties agree to define the concept of instruction as being understood when Cadwork acts within the framework of the performance of this Agreement.

Cadwork may not subcontract all or part of the services, in particular to a country outside the European Union, without the prior, written, and express consent of the Customer.

15) Collaboration:

The parties agree to collaborate closely within the framework of their relationship.

The Client undertakes to maintain active and regular collaboration by providing Cadwork with all the information it has requested.

Cadwork also undertakes to communicate any difficulties it may encounter, based on its experience, so that they can be addressed as quickly as possible, thereby contributing to the overall success of the project.

16) Pricing and billing:

The price and billing terms are defined in the special conditions or any software offer.

The maintenance subscription price may depend on the initial and simultaneous subscription to a license agreement, with the maintenance subscription alone being subject to a separate price list.

For the first subscription during the year, maintenance is billed pro rata temporis until December 31 of the current year. Prices are defined excluding taxes and are subject to taxes, in particular VAT at the rate in effect on the date of billing.

17) Price revision:

Prices may be revised and revalued annually according to the following formula: $P(t) = P(t-1) \times [S(t) / S(t-1)]$, where:

- P(t-1) is the base price or the price corresponding to the last revision;
- P(t) is the price after revision;
- S(t-1) is the latest Syntec index known on the date of signature;
- S(t) is the Syntec index published on the date of signature, where the index corresponds to the date of the last revision.

The parties agree that the price revision will be carried out on the basis of the Syntec index (France), published by the Syntec Federation, regardless of the place of performance of the contract. This choice is motivated by the nature of the services provided by Cadwork, namely the sale and maintenance of specialized software for timber construction, an activity falling within the IT and technology services sector, for which the Syntec index is recognized as representative of cost developments (labour, engineering, software development).

The value and date of the original index correspond to the date of initial signature of the contract. The value of the index can be consulted at http://www.syntec.fr/indicateurs/indice-syntec. The parties agree and accept that if the implementation of the chosen index should lead to a price decrease in accordance with the above formula, then the last price in force between them will continue to apply, without prejudice to a revaluation under the same conditions the following year.

IN THE EVENT OF THE DISAPPEARANCE OF THE REVISION INDEX AND IN THE ABSENCE OF AGREEMENT ON A NEW INDEX, EXPRESS COMPETENCE IS GRANTED TO THE PRESIDENT OF THE COMMERCIAL COURT OF BESANÇON TO DEFINE AN INDEX THAT WILL BE INTEGRATED INTO THE REVISION FORMULA.

This index must be chosen so that it is as close as possible to the discontinued index and reflects the spirit that the parties intended when establishing this revision clause.

18) Late payment interest and collection fees:

a. Scope of application & hierarchy of rules:

This clause applies to all invoices and payment obligations of the Customer. It shall be automatically enforced upon the payment deadline being exceeded, without prejudice to the creditor's right to obtain compensation for any additional damage. Where mandatory local rules apply, they shall prevail and this clause shall be understood to be within the limits of the law.

b. Acceleration of payment terms:

Any delay in payment shall automatically result in the forfeiture of the term of all unpaid invoices, which shall become immediately due and payable.

c. Interest on late payments:

Interest on late payments shall accrue from the day following the due date until full payment, at the following contractual rate: the European Central Bank (ECB) main refinancing rate in effect on the due date + 10 points.

Mandatory national adjustments:

- Switzerland (CO): unless otherwise stipulated in the contract, the legal rate is 5% per annum; the parties may agree on a higher rate. The above clause applies as the contractual rate and takes precedence over the 5% rate unless prohibited by law.

- EU Member States (including Belgium and Italy): in the absence of a valid contractual rate, the legal rate transposing Directive 2011/7/EU (ECB reference rate + 8 points minimum) applies; this clause sets a contractual rate, subject to tests of fairness and non-abuse.
- France: the ECB rate + 10 points is legally stipulated.

d. Fixed compensation for recovery costs:

For each invoice paid after the due date, the debtor owes a fixed compensation of €40 per invoice (or the equivalent amount in the currency of invoicing where permitted by law) in addition to late payment interest. If the actual collection costs exceed €40, the creditor may claim additional compensation as justified.

e. Penalty clause (formal notice):

From the date of dispatch of a formal notice, the unpaid amount shall also be increased by a penalty clause of 20% (minimum €300), which may be combined with late payment interest (§3) until full payment is made.

Possible judicial reduction: where applicable law so provides, the penalty clause may be moderated by the judge if it is manifestly excessive (e.g., Italy, Art. 1384 C.C.; Switzerland, Art. 163 para. 3 CO).

f. Currency & conversions:

The compensation and penalty clause are payable in the currency of the invoice. In the event of conversion (ECB, SNB, or creditor's bank), bank charges shall be borne by the debtor.

g. Proof & enforceability:

These provisions apply automatically upon becoming due and payable. Any dispute by the debtor must be justified within a reasonable period of time.

19) Suspension:

In the event of non-compliance by the Customer with their payment obligations, which remain unpaid after Cadwork has sent a registered letter with acknowledgment of receipt reiterating the request for payment, Cadwork reserves the right to suspend the service automatically and without notice.

Access to the services will be suspended until the Customer has paid in full all sums owed to Cadwork for the said services, without prejudice to the termination of the contract and/or compensation for costs and damages incurred by Cadwork as a result of the late payment.

Any late payment or failure to pay an invoice by its due date constitutes a breach of the Client's contractual obligations and may, following formal notice to pay that remains unheeded, result in the suspension of the relevant services and/or termination of the contract in accordance with Article 31.

20) Termination of maintenance:

The maintenance contract is strictly personal to the company identified by its national registration number and cannot be assigned or transferred.

The resale or transfer of the license will result in the automatic termination of the maintenance contract (any invoices issued remain due); the new purchaser must sign a new contract under the current terms and conditions.

Termination is reversible subject to payment of the reactivation fees and royalties in force.

a. Request for termination:

Any request for partial termination of maintenance is final and will result in the total termination of the maintenance contract. One year of maintenance is due, so if the customer terminates their maintenance contract during the year via registered letter with acknowledgment of receipt, the termination will take effect from January 1 of the following calendar year in accordance with the legal termination deadlines.

End of benefits: The customer will no longer benefit from updates, technical support, free replacement of the software key, or access to the Customer Area.

The customer remains the owner of the License concerned after the termination of maintenance. The termination of maintenance on one or more modules does not result in the termination of the licenses. The software can be used in the version in force at the time of termination thanks to a code that is unlimited in time.

The customer acknowledges that the lack of maintenance on the modules concerned may result in technical incompatibility with the software and modules that remain under maintenance. Modules that are not maintained can no longer be used with versions of Cadwork software that remain under maintenance. Cadwork declines all responsibility for the technical or economic consequences of this incompatibility, except in cases of gross negligence or wilful misconduct.

b. Reinstatement of maintenance after termination

In the event of a subsequent request to reinstate all or part of the modules into maintenance, this reinstatement will be subject to a specific price proposal. This will consider the costs necessary to update the modules concerned and to reinstate them into the scope of maintenance under the conditions in force.

21) Suspension of License at the customer's request:

The Customer may, at any time and by express written request addressed to Cadwork, request the suspension of one or more specific licenses for the next renewal date.

a. Suspension shall have the following effects from the date of receipt of the request validated by Cadwork:

- Temporary suspension of the right to use the License concerned, making it technically impossible to activate or use it (deactivation of the access code, deletion of authentication keys, etc.).
- Automatic interruption of maintenance associated with the License concerned, without prejudice to other active licenses
- Maintenance of ownership of the License concerned by the Customer, who retains all associated rights
- In the event of loss or theft, a dormant license may be replaced at the current rate
- Suspension does not require the issuance of a new maintenance contract
- Prohibition of use, sublicensing, or transfer during the period of suspension.

b. Reactivation of the License concerned shall take place upon simple written request from the Customer, subject to:

- a maximum processing time of 10 working days;
- possible reintegration into a maintenance contract on an optional basis, at the rates then applicable (calculated module by module, without retroactive application of the initial package discount). The Customer may request a price quote from Cadwork at any time.
- Cadwork shall notify the Customer in writing of the effective suspension and/or reactivation, accompanied by technical supporting documents. Any dispute relating to this clause shall be governed by the applicable law and jurisdiction designated in these GTC.

22) Deactivation of one or more modules:

The Customer is informed that any request to deactivate one or more modules is final and is equivalent to their deletion. Deactivated modules cannot be reactivated. To benefit from these modules again, a new license must be purchased.

23) Warranties:

Cadwork guarantees that all intellectual property rights relating to the software, as well as all documentation relating thereto, belong to it and, consequently, guarantees the Customer against all financial consequences resulting from actions for infringement, unfair competition, and/or parasitism by a third party.

As such, Cadwork shall be liable for any damages that the Customer may be ordered to pay by a final court decision based on evidence of infringement of part or all of the software and/or unfair or parasitic competition.

24) Liability:

By mutual agreement, the parties expressly agree that Cadwork shall only be held liable by the Customer in the event of proven fault.

Cadwork shall not be held liable if the version held by the Customer on the date of implementation of the maintenance services does not comply with those for which the maintenance service is available in accordance with the "Technical Scope" section of these terms and conditions.

Cadwork shall not be held liable under this contract in the event of termination of maintenance.

25) Damages:

By mutual agreement, the parties agree that Cadwork shall only be liable for the consequences of direct damage and that compensation for indirect damage is excluded.

Cadwork's liability is, by mutual agreement, limited to the sums actually paid by the Customer during the twelve months preceding the occurrence of the damage.

This clause remains applicable in the event of nullity, termination, cancellation, or annulment of the present contractual relations.

26) Insurance

Cadwork holds insurance policies covering its professional civil liability. In the event that the limitations of liability provided for in these GTC are challenged, Cadwork's liability shall not exceed the terms of the insurance policies.

The Customer certifies that it has taken out an insurance policy with a reputable insurance company, in the country where its business is registered, covering all financial consequences of its professional, tortious, and/or contractual liability for bodily injury, property damage, and consequential loss caused to Cadwork and any third party in connection with the performance of this contract. As such, the Customer undertakes to pay the premiums and contributions relating to the said insurance policy and, in general, to comply with all obligations in order to cover all activities relating to this contract.

The Customer must be able to present, upon request by Cadwork, a dated and signed certificate from their insurer proving that they have professional liability insurance, the premiums for which are payable by them, covering bodily injury, property damage, and consequential loss. This certificate shall specify the amount and scope of the coverage, as well as the period of validity of the coverage taken out.

The submission of insurance certificates taken out by the Customer to Cadwork shall not limit or extend the Customer's liability.

The Customer waives and undertakes to have its insurers waive any recourse and any action against Cadwork except in cases of gross and intentional negligence.

27) Ownership

Cadwork shall be the sole owner of any corrections and developments it makes. This contract does not entail any transfer of ownership to the Customer.

Cadwork shall grant the Customer a non-exclusive and non-transferable license for corrections and upgrades, as they are made, irrevocably, for the territory of the European Union, for the use of the software by the Customer under the terms and conditions defined in the general terms and conditions of the software license and, where applicable, in the special terms and conditions of the license agreed with the Customer prior to or concurrently with this agreement.

The price of the concession of the elements is included in the price defined in this contract.

28) Subcontracting

This contract may be subcontracted by Cadwork.

29) Commercial references

Cadwork may cite the Customer's name as a commercial reference in accordance with commercial practice. Article 34

30) Confidentiality

Within the framework of this agreement, all information is confidential and covers all information or data communicated by the parties in writing or orally.

The parties naturally undertake to:

- Treat confidential information with the same degree of protection as they accord to their own confidential information of similar importance;
- Keep information confidential and ensure that it is not disclosed or likely to be disclosed, directly or indirectly, to any third party;
- Not infringe, in any way, on the property rights relating to confidential information;
- Prevent confidential information from being copied, reproduced, or duplicated, in whole or in part, when such copying, reproduction, or duplication is not directly related to the performance of this Agreement.

The parties expressly agree not to infringe in any way on the property rights relating to confidential information. Each Party undertakes to preserve the confidentiality of technical, commercial, or strategic information obtained under the contract. This obligation shall remain in force for 5 years after the end of the contract. Any breach may result in damages.

31) Termination for fault

In the event of a breach by either party of the obligations herein that is not remedied within fifteen (15) days of the sending of a registered letter with acknowledgment of receipt notifying the breach in question, the other party may automatically terminate or cancel the contract without prejudice to any damages to which it may be entitled hereunder.

Failure to pay any amount due to Cadwork by its due date, including amounts payable for maintenance, software licences, subscriptions or any other services, constitutes a material breach entitling Cadwork to invoke this termination clause following formal notice to pay that remains unheeded.

32) Termination by operation of law for lack of license

It is specified that the sole purpose of this maintenance contract is to provide corrective and upgrade maintenance services for the software. Consequently, in the event of termination or expiry of the general terms and conditions and special license conditions, this maintenance contract shall no longer be valid and shall be terminated automatically by Cadwork without notice.

33) Termination indemnity

In the event that the contract is terminated automatically due to the expiry or termination of the general and specific license terms and conditions as specified in the article "Automatic termination due to lack of license", or if the version of the software held by the Customer does not comply with the version for which the maintenance service is available in accordance with the article "Technical Scope" of these terms and conditions, compensation for termination of this maintenance contract shall be paid by the Customer to Cadwork.

The amount of this compensation corresponds to the amount remaining to be paid by the Customer to Cadwork for maintenance services, up to the expiry date of the maintenance contract in accordance with the "Term" section of these terms and conditions.

34) Force majeure

Cadwork shall not be held liable if the non-performance or delay in the performance of any of its obligations results from a case of force majeure.

In this respect, force majeure refers to any external, unforeseeable, and unavoidable event within the meaning of Article 1218 of the Civil Code.

By express agreement, in addition to cases meeting the legal definition, the following events constitute force majeure: total or partial strikes affecting Cadwork or the Customer, operating accidents, flooding, fire on Cadwork's premises, cyberattacks, interruption of computer networks, blockage of public services, natural disasters, epidemics, war, government injunctions limiting or prohibiting activities and/or travel.

If Cadwork observes an event of force majeure, it must immediately inform the Customer of its inability to perform its obligations and justify this inability.

The performance of CADWORK's contractual obligations shall be suspended until the event in question has ceased.

The suspension shall in no way engage CADWORK's liability or give rise to the payment of damages.

As soon as the cause of the suspension of its obligations has ceased, CADWORK shall make every effort to resume the performance of its contractual obligations as soon as possible.

In the event of a suspension lasting more than three (3) months, either Party may automatically terminate any order in progress by registered letter with acknowledgment of receipt, subject to ten (10) days' notice.

Expressly, cases of force majeure or fortuitous events are those usually recognized by the jurisprudence of French courts and tribunals.

35) Tolerance

The parties mutually agree that the fact that one of the parties tolerates a situation does not have the effect of granting the other party any acquired rights.

Furthermore, such tolerance cannot be interpreted as a waiver of the rights in question.

36) Good faith and sincerity

The parties agree to perform their obligations in good faith and declare that these commitments are sincere.

As such, they declare that they have no knowledge of any information which, if disclosed, would have altered the consent of the other party.

37) Independence of the parties

The parties acknowledge that they are acting on their own behalf as parties independent of each other.

This agreement does not constitute an association, a franchise, or a mandate given by one party to the other.

Neither party may make any commitment on behalf of or for the account of the other party.

Furthermore, each party remains solely responsible for its own acts, allegations, commitments, services, products, and personnel.

38) Titles

In the event of any difficulty in interpretation resulting from a contradiction between any of the headings appearing at the beginning of the clauses and any of the clauses themselves, the headings shall be deemed non-existent.

39) Nullity

If one or more provisions of this contract are held to be invalid or declared as such in application of a law, regulation, or following a decision that has become final by a competent court, the other provisions shall remain in full force and effect.

40) Entire Agreement

This contract expresses the entirety of the obligations of the parties.

No general or specific conditions appearing in the documents sent or delivered by the parties may be incorporated into this contract.

41) Conciliation

In the event of any difficulty of any kind and prior to any legal proceedings, each party undertakes to meet at the initiative of the most diligent party within eight days of receipt of the letter requesting a conciliation meeting in order to find an amicable solution to the disputes.

This clause is legally independent of this contract. It shall continue to apply despite any nullity, termination, cancellation, or annulment of the present contractual relations.

42) Assignment of the contract

This contract may not be assigned in whole or in part, for consideration or free of charge, by either party without the prior written consent of the other party.

43) Language

The Contract is written in French, German, and English.

In the event of a dispute between the parties, only the contract written in French shall be considered legally valid.

44) Registered office

For the performance of this agreement and unless otherwise specified, the parties agree to send all correspondence to their respective registered offices.

45) Unforeseeable circumstances

In the event of an event beyond the control of the parties that could compromise the economic balance of the contract, the order concerned shall be renegotiated at the request of either party.

This includes, in particular, the following events: changes in legislation, changes in the customer's financial situation, health crises, etc.

46) List of appendices

The appendices to this contract are as follows:

- Appendix 1: Maintenance details or Software offer
- Appendix 2: Maintenance sheet

E. Continuing professional development

1) Designation:

Cadwork is a professional training organization that develops and delivers in-house training courses, either independently or in partnership with our various secondary schools or companies, throughout France.

2) Purpose and scope:

These General Terms and Conditions of Sale determine the conditions applicable to training services provided by Cadwork on behalf of a client. Any training order implies the client's unreserved acceptance of these General Terms and Conditions of Sale. These conditions prevail over any other document of the client, in particular over any general terms and conditions of purchase.

3) Quotation and certificate:

Cadwork undertakes to provide the customer with a quote for each training course. The customer is required to return a completed copy of the quote to Cadwork, dated, signed, and stamped, with the words "Agreed and accepted." At the customer's request, a certificate of attendance or completion of training may be provided.

4) Prices and payment terms:

Training course prices are quoted in the national currency (in euros or Swiss francs, excluding tax, and are subject to VAT at the applicable rate). Payment is due after completion of the service, upon receipt of the invoice, in cash. Invoices are paid by bank transfer.

5) Coverage for training courses on French territory

After ordering a training course and receiving the signed quote, the invoice will be issued by Cadwork in the customer's name.

If the Customer is eligible for funding from an Approved Joint Collecting Body (OPCA), they may apply for coverage before the service begins.

The administrative management is handled by the customer in order to enable them to receive reimbursement from their OPCA organization.

Cadwork does not authorize subrogation.

In the event of a training course being postponed, the reimbursement file must be completely redone. Unless at least 15 days' notice is given before the scheduled date, administrative costs of €300 excluding VAT will be charged directly to the customer.

6) Conditions for postponing or cancelling a training session:

Cancellation fees: 2 weeks before the scheduled date: 50% of the training price is due.

Less than 2 weeks before the scheduled date: 100% of the training price is due.

Participants also have the option of sending a replacement at no extra cost.

Absence: The full price of the training course is due (in the event of a postponement requested by the customer, fees may be charged to cover administrative costs).

All cancellations must be notified by email to formation@cadwork-04.ch.

7) Postponement or cancellation of training by Cadwork:

We reserve the right to postpone the training to a later date or to cancel it (e.g., insufficient number of participants, etc.). In the event of non-performance of its obligations as a result of unforeseeable circumstances or force majeure, Cadwork shall not be held liable to its customers. Customers will be informed by email.

8) Training program:

If deemed necessary, the instructor may modify the training content depending on the group dynamics or the level of the participants.

The program content listed on the presentation sheets is therefore provided for information purposes only and can be viewed online at www.cadwork.com

9) Intellectual property and copyright

Training materials, in whatever form (paper, digital, electronic, etc.), are protected by intellectual property and copyright.

They may not be reproduced, in whole or in part, without the express consent of the company.

The customer undertakes not to use, transmit, or reproduce all or part of these documents for the purpose of organizing or conducting training courses.

10) Data protection

The personal information provided by the customer to Cadwork is used to process the registration and to create a customer database for marketing purposes. In accordance with the French Data Protection Act of January 6, 1978, the customer has the right to access, rectify, and oppose the use of their personal data.

F. Specific plugins for cadwork software

Preamble:

These terms and conditions apply to plugins developed and marketed by Cadwork. These plugins are optional extensions designed to enhance the functionality of Cadwork software. They are not part of the standard offering and are available as an add-on via an annual contract that includes their use and maintenance.

1) Purpose

The purpose of these GTC is to define the conditions of sale, use, and maintenance of Cadwork plugins.

Each plugin is subject to a separate license, complementary to the main Cadwork software license.

2) Definitions

- Plugin: additional software module designed to extend the functionality of Cadwork software.
- Plugin License: non-exclusive, personal, and non-transferable right of use granted for the subscribed plugin.
- Plugin Maintenance: service included in the annual contract to guarantee the plugin's compatibility with Cadwork software versions and ensure its proper functioning.

3) Terms of purchase

Plugins are only available through an annual contract that covers:

- The right to use the plugin.
- The associated maintenance.

The price is indicated in the commercial offer or on the website www.cadwork.com

4) Duration and rights granted

The plugin license is granted for the entire legal duration of intellectual property rights protection, subject to compliance with these Terms and Conditions.

The customer has a right of use limited to the territory defined in the contract.

Any reproduction, modification, or distribution of the plugin is prohibited.

5) Plugin maintenance

Maintenance is included in the annual contract and covers:

- Updates necessary to ensure compatibility with new versions of Cadwork software.
- Bug fixes and minor improvements.

6) Pricing and billing

The price of plugins and their maintenance is indicated in the special terms and conditions or commercial offer.

Prices are exclusive of tax and subject to applicable taxes.

Payment terms, late payment penalties, and collection fees follow the same rules as those defined in the Cadwork GTC: D- Cadwork General Maintenance Terms and Conditions.

7) Liability

Cadwork undertakes to provide a plugin that complies with its documentation.

Cadwork's liability is limited to direct damages and shall not exceed the amount paid by the customer for the plugin and its maintenance over the last 12 months.

8) Suspension

In the event of a breach of the customer's obligations (payment, compliance with rights of use), Cadwork may terminate the plugin license after a formal notice has remained without effect for 15 days.

9) Termination

Termination of the main Cadwork software license does not automatically result in the termination of plugin licenses, and the rules for termination or cessation of plugins are identical to those defined in the Cadwork GTC: D- Cadwork General Maintenance Terms and Conditions.

10) General provisions

The rules relating to confidentiality, personal data protection, force majeure, jurisdiction, and applicable law are identical to those defined in the Cadwork GTC.