

General Conditions of Software Licence (Cadwork)

The company Cadwork (hereinafter referred to as "Cadwork") holds the rights for offering the Customer the Cadwork software whose general licence conditions are defined herein.

Article 1. Definitions

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

- "contract": all the contractual documents defining the terms and conditions of the software licences;
- "documentation": when it exists, the set of documents describing all the technical information relating to the software, the functionalities of the software in its successive versions, and all information and documents allowing users to use it. If it is available, the documentation is what is provided on the day of subscription and is available at the same time as the downloaded software.
- "dongle": a physical device in the form of a USB stick controlling access to the software or any device having the same effects;
- "software": set of computer programs developed by Cadwork and/or on its behalf and made available in the context of this contract, and offered notable under the Cadwork brand;
- "licensee": user of the software or any other service proposed in the context of these general conditions for use on the applicable territory;
- "service": set of services provided in the context of these general conditions;
- "licence type" special conditions linked to the various Cadwork offers.

Article 2. Purpose

The purpose of these general conditions is to define the terms and conditions of the Cadwork software licence.

Article 3. Enforceability

These general licence conditions are communicated with the licence offer, and are also available and accessible online. The online documents, accepted when the order is placed, take precedence over all other previous paper or electronic versions.

The Customer has the right to save and print these general conditions using the standard functionalities of his browser or computer.

At the time of subscription, the version of the general conditions binding on the Customer is that accepted by the latter.

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

Article 4. Documentation

The contractual documents are, in decreasing order of priority:

- the special licence conditions, if any;
- these general licence conditions
- all appendices.

In the case of contradiction between documents of different types or different levels of priority, it is expressly agreed between the parties that the provisions contained in the document of a higher level takes precedence for obligations for which there is a conflict in interpretation. In the case of contradiction between the terms of documents of the same level, the documents bearing the most recent date shall take precedence over the others.

Notwithstanding the rules on interpretation of the contracts defined in pertinent legal texts, the criteria of priority levels shall be applied according to the following principles:

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

Article 5. Special Licence Conditions

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

If appropriate, depending on the type of licences chosen by the licensee, special conditions may be concluded.

Article 6. Duration

6.1 Effective date

These general licence conditions come into effect and thus are binding on the licensee as of the subscription for the service,

6.2 Duration

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

Article 7. Type of Rights Granted

All copyrights, trademarks, trade names, patents or other intellectual property rights or distinguishing signs that appear on the software or are related to this (media, programs), and on the documentation and manuals, are fully, entirely and solely the property of Cadwork.

The licensee does not acquire any intellectual property right on the software and only has a non-exclusive, non-transferable, personal right to use, granted within the limit of the territory covered by the relevant licence whose limits and conditions are determined herein.

The licensee is prohibited from infringing, directly or indirectly, the copyright of Cadwork and all its distinguishing signs. The licensee may not subdivide a set of licences provided by Cadwork, since each licence is part of the same purchase by the licensee.

Consequently, the licensee is prohibited from modifying, removing, masking, altering and/or moving partly or fully, by any means whatsoever, any distinguishing sign appearing, in particular, in the computer programs, media, documentations and manuals, and/or the indications of ownership and copyright that will appear on the screens and software.

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

The licensee may make a back-up copy when this is necessary to protect the use of the software.

Moreover, due to the implementation of technical measures of protection, notably by the use of a dongle, the exception for a private copy is limited.

Article 8. Scope of the Rights Granted

8.1 General Principles

The software shall be used for the sole needs of the named Licensee, in compliance with the use for which it is intended, the specifications contained in these general licence conditions and the requirements contained in the associated documentation, when this is available.

The right to use the software is in principle granted for the version available on the date when these conditions are signed. Specific provisions for different types of Cadwork licences are specified in the special conditions.

Any use not expressly authorised by Cadwork in these conditions is illegal.

The licensee is prohibited from making any copy, reproduction and adaptation of part or all of the software, with the exception of what is strictly necessary for the security of his systems or the use of the software in compliance with these conditions.

The Licensee may not, directly or indirectly, communicate, make available or transfer the software to a third party who is not party to this agreement, whether for payment or free of charge.

The Licensee is prohibited from any conduct or act that could directly or indirectly infringe Cadwork's copyrights on the software.

8.2 Maintenance Reservation

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

Article 9. Downloading of the Software and Documentation

At the time of first subscription, the Licensee receives from Cadwork the software and any associated documentation.

The Licensee is requested to provide an email address at the time of this first subscription. It is specified that this email address is kept by Cadwork services throughout the entire period of the contract. The Licensee is requested to inform Cadwork of any modification to this email address.

The software is considered accepted by the Licensee if he does not make known any reservation within two working days of the email confirming the order.

The latest recommendations for its installation are available on the Cadwork site, section Support, PC configuration and operating system.

Article 10. Guarantee

The Licensee accepts the software as is.

Article 11. Liability

By joint agreement, the parties accept that Cadwork shall be bound by an obligation of means and its liability shall only be incurred for the consequences of direct damage, this excludes compensation for consequential damage, notably any commercial or financial damage, loss of customers, loss of data, loss of earnings or profit, or damage to the brand's image.

Cadwork is not, under any circumstances or on any grounds, responsible for the way in which the software is used by the customer, nor for the software's input and output data.

In any event, regardless of the head of damage, Cadwork's liability shall not exceed all the sums paid by the licensee to Cadwork,

pursuant to the contract, over the twelve (12) months prior to the occurrence of the damage.

Article 12. Payment Terms

12.1 Price

The fee payable by the licensee is a definitive, all-inclusive, one-off payment. It is paid according to the terms and conditions described in the special conditions, unless specified otherwise therein.

12.2 Payment Conditions

The invoices are payable within thirty days of the invoice date of issue, unless otherwise specified in the Contract.

12.3 Interest for Late Payment and Indemnity for Recovery Expenses

Should the Licensee not pay all or part of an invoice issued by Cadwork within the aforesaid time limit, the latter shall be able, at its discretion, to apply the following penalties for late payment to the Licensee, without prejudice to its right to claim compensation for the prejudice suffered due to the said late payment.

Failing payment by the due date, interest for late payment shall be applied calculated based on the interest rate applied by the Central European bank to its most recent refinancing operation, plus ten percentage points.

It is proposed to retain the ECB increased rate based on the current evaluations of rates.

In addition, the parties agree that the amount of the fixed indemnity for recovery expenses for each invoice is established at 40 Euros.

Article 13. Suspension

In the case of non-performance by the Customer of its payment obligations after Cadwork has sent a registered letter with request for acknowledgement of receipt, repeating the request for payment, Cadwork reserves the right to suspend the service automatically without notice.

Access to the services shall be suspended until full payment by the Customer of all the amounts due to Cadwork for the said services, without prejudice to the termination of the contract and/or indemnity for the expenses and its own prejudice linked to this late payment.

Article 14. Personal Data

14.1 Prior formality

Each party shall deal with the formalities incumbent on it pursuant to the regulations relating to the protection of personal data.

14.2 Guarantee

Each party makes the commitment to the other party that it will respect the legal and regulatory obligations incumbent on it relating to the protection of personal data, notably in the field of cross-border flows outside the European Union.

14.3 Data Protection Law

In application of the legislation on the protection of personal information, the natural persons whose names are used by each party have the right to make a subject access request, asking whether their personal data is being processed, requesting to access, modify and rectify the data held by each party concerned by the request, at the address of their respective head offices, failing special precisions on the documents collecting personal information.

14.4 Use

Each of the parties grants the other party the possibility of using the exchanged personal data for professional purposes and prospecting by electronic means, both for itself and contractually-bound partners.

Article 15. Audit

15.1 Prior Notice

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 an audit once a year.

15.2 Prior Information

Cadwork notifies the contemplated audit scope, the list of audit operations and the measuring tools that it is considering using (notably system commands and scripts), and all licence and maintenance contracts and order forms concerned by its request.

15.3 Audit

Cadwork notifies the name of the auditor, if appropriate. The Licensee has the right to refuse the auditor for a legitimate reason. Should there be disagreement after the third proposal,

the auditor is chosen by the competent court. The Licensee is liable for any damage caused by the auditor.

15.4 Audit Report

The audit results will be formalised in a report which must be sent to the Licensee so that he can insert his observations and reserves. The final report must necessarily contain the Licensee's remarks.

15.5 Invoicing

If a disagreement arises concerning compliance deviations, Cadwork has the right to issue the corresponding invoice, based on the tariff applicable at the time of the audit.

Article 16. Dongle Replacement

If there is no separate maintenance contract, the conditions for replacing the dongle or any equivalent technical device are defined in this clause.

Damaged or obsolete dongles are replaced according to the applicable tariff.

In the case of loss or theft of the dongle, if there is no maintenance contract, a new licence must be purchased by the licensee.

Article 17. Termination

In the case of failure by the Licensee to perform the obligations of this contract not remedied within one fortnight as of a registered letter sent with request for acknowledgement of receipt notifying the failure in question, Cadwork shall be able to declare as of right that the contract is terminated or void without prejudice to any damages that it could claim pursuant to this contract.

Article 18. General Provisions

18.1 Transfer

This contract shall not be fully or partly transferred, for payment or free of charge, by one of the parties, without the prior, written agreement of the other party.

18.2 Language

The Contract is drafted in French and English.

In the case of disagreement between the parties, only the contract drafted in French shall be considered to be good evidence:

18.3 Entirety

This contract expresses the entirety of the parties' obligations.

18.4 Conciliation

In the case of any type of difficulty and before any legal proceedings, the parties each undertake to meet, on the initiative of either party, within one week of receipt of the letter requesting the conciliation meeting, in order to find an amicable solution to the disagreement.

This clause is legally independent of this contract. It shall continue to apply despite these contractual relations being declared void, null or terminated for any reason whatsoever.

18.5 Applicable Law

This contract is governed by Swiss law, when the licence has been granted by the company Cadwork SA, by French law when the licence has been granted by the company Cadwork France.

This applies for the rules on the content and the rules on the form, regardless of the place where substantial or incidental obligations are performed.

18.6 Competent Court

IN THE CASE OF DISPUTE, EXPRESS COMPETENCE IS GIVEN:

- WHEN THE LICENCE IS GRANTED BY CADWORK SA TO THE COMPETENT COURT OF THE CANTON OF VAUD, NOTWITHSTANDING MORE THAN ONE DEFENDANT AND INTRODUCTION OF THIRD PARTIES;
- WHEN THE LICENCE IS GRANTED BY CADWORK FRANCE TO THE COMPETENT COURT OF PARIS, NOTWITHSTANDING MORE THAN ONE DEFENDANT AND INTRODUCTION OF THIRD PARTIES.

Special conditions for the "Student" version and training centres

Article 1. Purpose

The purpose of these special licence conditions is to define the terms and conditions of the Cadwork software licence for the "student" and "graduate" versions and those transmitted to training centres.

Article 2. Duration of Validity

2.1 "Student" licence

The licence for the "student" version of the software is limited to the period of the Licensee's studies, subject to the respect of the conditions defined in the article "Conditions of validity of the student licence" and payment of the price.

2.2 "Graduate" licence

The "graduate" version of the licence is limited to six (6) months.

Article 3. Activation Code

An activation code for the dongle key is issued.

Article 4. Scope of the Rights

4.1 "Student" licence

The "student" licence may only be used for study purposes and allows the Licensee full use of all the subscribed functionalities of the software. The licence may not under any circumstances be used for commercial purposes or be redistributed to third parties.

The use of the "student" version of the software in breach of the stated conditions may lead to legal action for infringement of copyright or intellectual property right, including criminal proceedings.

4.2 "Graduate" licence

The "graduate" licence is described on the Cadwork website. It is provided with no limit on use but under the responsibility of the Licensee of the "graduate" version.

In the case of difficulty, the Licensee of the "Graduate" version can be assisted by Cadwork.

For this, the said Licensee must make the requests by email

Article 5. Conditions of Validity

5.1 "Student" licence

All the licences are issued to a named person.

When requesting a Cadwork "student" version, the following documents must be submitted:

- study certificate;
- student's full address;

It is specified that the General Licence Conditions and these Special Licence Conditions must be signed by the licensee.

5.2 "Graduate" licence

The "student" version may be converted into a "graduate" version.

The "graduate" version is intended for individuals who have completed their studies in a teaching establishment certified by Cadwork. The conversion into a "graduate" version must be requested in writing.

When requesting the Cadwork "student" version to be converted to the "Graduate" version, the following documents must be submitted:

- study certificate;
- student's full address;
- diploma or any other document certifying to the student's completion of studies;
- particularities of the firm in which the graduate Licensee is working.

It is specified that the General Licence Conditions and these Special Licence Conditions must be signed by the licensee.

The list of the certified establishments is provided upon request to any interested person.

Article 6. Price

6.1 Price of the "student" licence

The price of the "student" licence is indicated on the Cadwork website.

6.2 Price of the "graduate" licence

There is no additional charge for the "graduate" licence if the pupil or student already has a "student" version and a USB key. If the graduate Licensee does not have a personal "student" version, he may purchase the "graduate" version in the same conditions as the "student" version.

Article 7. Special clause for training centres

It is specified that the training centres are subject to these general conditions of sale.

The software must only be used for the purpose of teaching. Any commercial use is totally prohibited. The software must not be lent or sold to a third party or installed according to configurations not in compliance with the technical requirements defined by Cadwork or not previously validated by Cadwork.

The software authorisation code made available by Cadwork to the training centres is renewed each year.

In return, the parties agree that attendance at the "userclub" meetings held every other year is compulsory for the teachers at these training centres.

Article 8. List of Appendices

The appendices to this contract are as follows:

Appendix 1: Description of types of licences

Appendix: Description of Licences

Customer Licence

Licence granted by Cadwork to the firms for the full legal period of protection of intellectual property rights. The Licensee has a non-transferable, personal user right granted within the limit of the territory agreed for the relevant licence.

Test License

The Test licence is the best way to check that the Cadwork software is suitable. With a Test licence and a 2-day Discovery training course, the licensee can test the licence and support free of charge for 2 months.

Educative Version

Possibility of using the Cadwork software in its original, full version, with the same functionalities as the professional version. Use only for study purposes and under no circumstances for commercial purposes.

- **Student/Learner:**
Licence valid for the period of studies (extension upon submission of valid study certificate).
- **Graduate:**
Licence valid for 6 months after obtaining a diploma
- **Teacher:**
Licence proposed to teachers, free of charge, for training students or apprentices, after they themselves have undergone the appropriate training to guarantee optimal use.
- **School:**
The software is placed at the disposal of teaching establishments providing training in the trades of carpentry, wood construction, building, architecture, joinery and other courses related to wood construction. The establishments may benefit free of charge from the

software if they have at least one trained person. Cadwork installs the software on as many workstations as necessary within the establishment.

Rental Licence

Solution allowing access to the very latest versions of the software, adapted to the number of employees or projects. Flexible approach, invoiced by use for a budget that is easy to manage. Subscription system with possibilities of payments by instalments.

Network Licence

Cadwork software made available on a network for several workstations. This is a licence for use on a server, mainly intended for schools.