

END USER LICENSE AGREEMENT (EULA)

READ CAREFULLY: THE VENDOR PERMITS THE USE OF THIS PLUG-IN (THE "PRODUCT") TO YOU ONLY ON CONDITION THAT YOU ACCEPT ALL THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT ("AGREEMENT"). BY DOWNLOADING, INSTALLING, UPLOADING, ACCESSING, COPYING OR OTHERWISE USING THE PRODUCT, IN WHOLE OR IN PART, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT, IN PERSON OR ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY FOR WHICH YOU PURCHASE THE PRODUCT. DOWNLOADING, INSTALLING, ACCESSING, COPYING OR OTHERWISE USING THE PRODUCT, EXCEPT AS PERMITTED BY THIS AGREEMENT, IS NOT AUTHORIZED AND CONSTITUTES A SERIOUS BREACH OF THIS AGREEMENT, AS WELL AS INFRINGEMENT OF COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS IN SUCH PRODUCT AND MAY SUBJECT YOU TO LIABILITY FOR INDEMNIFICATION AND CRIMINAL PENALTIES

By clicking on "I Accept" (or similar), you express your agreement to the requirements of this agreement. If you do not agree to any items, you should then not make use of this plugin.

Definitions

'EULA' means end-user **license** agreement, which refers in particular to this agreement and other changes arising.

'Notification Center' Means a graphical panel in the plugin interface, reserved for the licensor to send optional information to the user.

'License' Means right to use a product, for specific purposes expressed in the contract, free of charge or paid.

'Licensee' Means a natural or legal person who has purchased the plugin.

'Licensor' is the developer Luiz Henrique Cassettari, electrical engineer, resident of the city of Criciúma, Santa Catarina, Brazil.

'Maintenance' Means fixing errors, implementing new solutions, creating updates for a particular plugin.

'Intellectual Property' Means all property and rights of registered or non-registered products, including plugins, database and any types of information, know-how, negotiations, trademarks, logos, services, patents, design or any production object.

'Plugin' Means a plugin, application, computer program.

'Support' Means help in fixing specific problems or errors that the use of the plugin may entail. But it doesn't mean training of any kind.

'Terms' Means the terms described, comprising the entire contract.

'Training' Means teaching to use the plugin, passing systematic knowledge of one or more situations and tools.

1. OBJECT

1.1. This agreement is intended to establish the commitment between **Licensee** and **Licensor** with respect to the right to use the ConduitMaterial plugin consisting of a revit plugin.

1.2. The plugin shall be used only in association with the specific Autodesk software or service product identified in the materials distributed with the plugin, with which such Product has been designated to operate ("Autodesk Software"). Therefore, you may use the Product only if you are a registered user of the Autodesk Software. This Agreement does not modify or change the **terms** of the license agreement delivered with the Autodesk Software.

2. VALIDITY

2.1. This agreement remains in force until a new contract is published, or the plugin versioning is modified.

2.1.1. Changes will be notified through our **Notification Center**.

2.2. In addition, this agreement will be valid for the term within the scope of the license granted for the Autodesk Software.

2.3. Being necessary rereading and in a possible disagreement, uninstall the plugin and discontinue its use, being then not submitted to the new **terms**.

2.4. **Licensor** may discontinue use of this plugin at any time.

3. PERSONAL DATA

3.1. The following shall be collected exclusively from:

- User name;
- User ID;
- Revit version;
- Revit language;
- Name of the computer host.

3.2. Licensee undertakes to protect personally identifiable data, complying with the requirements of the privacy laws applicable to personal data informing **Licensor**, when any malfunction problem with the **Plugin** is detected and will send all necessary information to clarify what happened.

3.3. The collection shall be made through **Licensor's** access to the specific Autodesk software or service product identified in the materials distributed with the **plugin**, with which it has been designated to operate.

3.4. Licensor warrants that it takes all reasonable security measures to store **Licensee's** personal data.

3.5. The data collected and stored by **Licensor**, are exclusively for the validation of the amount of active **License** and controls of access to the plugin, not being treated for any other purpose.

3.6. Access Control will be done for the release of access and sending notifications about the versioning of the **Plugin**.

3.7. Licensor will not market any of the information collected, using only for the purposes described in item 3.1.

3.8. The storage of the data will be carried out only during and during the term of this contract in accordance with clause 2 and/or if there are legal obligations to do so.

4. COMMUNICATION

4.1. Licensor reserves the right to send information such as updates through the **Notification Center**, not using any other means to communicate.

4.2. If the user intends to communicate with **licensor** for requests for confirmation, access, correction or deletion of personal data, he/she must do so through the email contact@ricaun.com.

5. LICENSEE'S RESPONSIBILITIES

5.1. Licensor grants a personal, non-transferable, non-sublicensable, non-exclusive, royalty-free, limited license to download and install a single copy of the **plugin**, and use solely in association with the Autodesk Software. If you violate any of these limitations or restrictions, the license grant automatically and immediately expires. Any use of the **plugin** outside the scope of the applicable license grant constitutes an infringement of **Licensor's** intellectual property rights as well as a serious breach of this Agreement.

5.2. Licensee shall ensure the integrity of the **plugin** under the Industrial Property Act (Law 9,279 of May 14, 1996, art. 130, II).

5.3. Licensee, when it detects any malfunction with the **plugin**, will send all documentation, reports and other information necessary for **Licensor** to perform the consecutive solution, through the contact@ricaun.com.

5.4. Licensee undertakes to keep the system's internal information confidential with respect to any data, information, materials, products, systems, techniques, strategies, methods of operation, details, innovations, trade secrets, trademarks, creations, technical and commercial specifications of the system, or any other that may have access, knowledge or that may be entrusted to you because of the conclusion and execution of this contract, also committing not to disclose, reproduce, use or give notice, under any circumstances, to third parties, as well as not to allow anyone to misuse such Confidential Data.

6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1. All rights and intellectual property with respect to the **plugin**, the subject matter of this agreement, are and will remain in the exclusive property of **Licensor**.

6.2. Please include in secrecy also any improvements, corrections, translations, changes, new versions or derivative works, made by **Licensor**.

6.3. The **plugin**, the subject of this agreement, is the property and property of **licensor**, so that copyright and other intellectual property rights related to it are equal to those conferred on literary works in accordance with the copyright legislation in force in the country, as expressly determined by Article 2 and Paragraphs of Law 9.609/98.

6.4. Non-compliance with the obligation of confidentiality and confidentiality will be liable to you for criminal damages and penalties.

7. MAINTENANCE AND SUPPORT

7.1. In case of doubt or need for **support**, **Licensee** shall send an email to the contact@ricaun.com.

7.2. **Licensor** is entitled to discontinue the use of this plugin if it deems it necessary, and the user has no right of use after this date. If he decides to do so, he/she will inform **Licensee** 30 days in advance.

7.3. Any changes or enhancements of the **plugin** may be made without prior evaluation by **Licensee**, however its installation and update will be communicated.

8. REMUNERATION

8.1. **Licensee** will have free access to this plugin indefinitely, unless notified by the **Notification Center**, with at least 15 (fifteen) calendar days, so the user may or may not opt for the continuity of use.

9. THE GENERAL PROVISIONS

9.1. The **terms** and provisions of this agreement shall prevail over any other prior understandings or agreements between the parties, whether explicit or implied, relating to the conditions set forth therein, except for the guidelines and limitations provided by Autodesk that make it impossible for the provisions of this agreement to be made unfeasible.

9.2. The provisions of this agreement may not be amended or amended by the parties except by means of The **Articles** of Amendment.

9.3. **Licensee** agrees that **Licensor** may collect and use technical information that is provided as part of the support or other services related to the subject matter of this instrument. Stressing that you may use this information **only** to improve your products or to provide personalized services or technologies, and may not disclose this information in a way that can personally identify you, in compliance with the Data Protection Act.

9.4. **Licensor** shall have no liability to **Licensee** and/or third parties in respect of any action arising from:

- a) Any breach by **Licensee** of its obligations described in this agreement;
- b) Misuse of the **plugin**, characterized by use in disagreement with the applicable technical specifications;
- c) Any alteration, modification or adjustment of the subject matter of this contract executed, by a third party that is not authorized in writing by **Licensor**;
- d) Combination, connection, operation or use of any component of the **plugin** with equipment or documentation not provided by **Licensor**.

9.5. For any action relating to this Agreement shall be elected the Forum of the District of Criciúma /SC to the exclusion of any other forum however privileged, to resolve any doubts arising from this Agreement.