

**cegid**



# **Service Agreement**

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**Cegid Valuekeep**

**[www.cegid.com](http://www.cegid.com)**

This agreement of the User's license is a legal agreement between the "User" or "Licensed" and Primavera-Business Software Solutions, S.A. (henceforth "Cegid Valuekeep"), holder of the rights to the Cegid Valuekeep software and services, for the use of the software product and of the Cegid Valuekeep services, including any associated support, impressed materials and electronic documentation or "online" (the "Services").

By transferring, accessing or utilizing the Services, you are accepting the terms of this Agreement.

This agreement contains important limitations on representations, conditions, warranties, remedies, and liabilities that are applicable to the services, so you must read it carefully before starting using the services. By accepting this agreement, by clicking in the box indicating your acceptance ("I agree to the Service Agreement and to the Privacy Policy"), you agree to the terms presented in this agreement.

If you are an agent or an employee of an entity, you represent and warrant that

- (i) the individual accepting this agreement is appropriately authorized to accept this agreement on the entity's behalf and to bind such entity;
- (ii) such entity has full power, corporate or otherwise, to enter into this agreement and perform its obligations hereunder;
- (iii) any person in the organization for whom user accounts are created, will be notified of and agree to be bound by the same terms prior to start using the services.

## 1. LICENSES AND PROPRIETARY RIGHTS

**1.1. License Grant:** Subject to the terms and of this agreement and payment of the applicable fees, Cegid Valuekeep grants You a limited, personal, non-sub licensable, non-assignable, license and right to use the services (including the underlying software and technology contained therein ("Cegid Valuekeep Products")) for the purpose of using the Computerized Maintenance Management System (CMMS) provided by Cegid Valuekeep and any other applications that may be explicitly provided by Cegid Valuekeep ( Mobile, Analytics, Integrator). Any software provided to you is an analog license to that clause and not transmitted.

**1.2. License Restrictions:** You shall use the services solely as foreseen in this Agreement and shall not license, sublicense, sell, resell, lease, transfer, assign, distribute or otherwise make the Cegid Valuekeep Products available to any third parties (including the free form). You shall not:

- a) modify, translate, decompile, disassemble, reverse engineer or create imitative works based on the Cegid Valuekeep Products, with the exception of the extent expressly agreed upon in writing with You;
- b) attempt to circumvent any user limits or other use restrictions that are built into the Services;
- c) access the Services in order to (1) build a competitive product or service; or (2) copy any ideas, features, functions or graphics available in the Services.

### 1.3. Restrictions on Use of the Services: You shall not

- a) use, or permit the use of, the Services for an illegal purpose, criminal offence, intellectual property infringement, harassment (including annoying or offensive transmissions), or in a manner that would cause interference with network operations;
- b) resell, market, transfer or share the Services or receive any charge or another benefit for the use of the Services; attempt to bypass Cegid Valuekeep's network, or re-arrange, repair, disconnect, remove or otherwise interfere with any Services or facilities;
- c) remove any proprietary notices, labels, or marks from the Cegid Valuekeep Products or modify or deface any of the trademarks, service marks, or other intellectual property made available through the Services nor use any of the foregoing except for the specific purpose for which such intellectual property is made available to You.

### 1.4. Lawful purposes: You will at any and at all times meet Your obligations hereunder, as well as any and all laws, regulations, and policies that may apply to the use of the Services in Your country, including applicable rules that govern the export or import of software. You will use the Services solely for lawful purposes. In this respect You may not, without limitation:

- a) use the Services to manage any illegal operations;
- b) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the technology underlying the Services (including our proprietary software which may be available for download on our website);
- c) send any unsolicited commercial communication not permitted by applicable law;
- d) endanger any part of any system or Internet connection of Cegid Valuekeep or any third party.

### 1.5. Third Party Software: Cegid Valuekeep Products may incorporate and embed software and other technologies owned and controlled by third parties. Any of such third-party software or technology that is incorporated in the Cegid Valuekeep Products falls under the scope of this Agreement. Such third-party software is licensed; not sold and will be provided to You on the license terms of this Agreement unless additional or separate license terms apply as indicated at the time of download.

### 1.6. Exclusive Ownership: Except for the rights and licenses granted in this Agreement, You acknowledge and agree that all intellectual property (IP) rights to or arising from the software are and shall remain the exclusive property of Cegid Valuekeep and its licensors. Nothing in this Agreement is intended to transfer any such IP rights to or to vest any such intellectual property rights in, You. You are only entitled to the limited use of the intellectual property rights granted to You in these Terms of Use. You will not take any action to jeopardize, limit or interfere with Cegid Valuekeep's IP rights. Any unauthorized use of Cegid Valuekeep's intellectual property rights is a violation of this Agreement as well as a violation of intellectual property laws and treaties, including without limitation copyright laws and trademark laws.

### 1.7. Confidentiality and Privacy: Cegid Valuekeep is committed to respecting Your privacy and the confidentiality of Your personal data. The [Privacy Policy](#) sets out how Cegid Valuekeep may use Your personal data, traffic data, and the Content provided by You (including data in Cegid Valuekeep's servers).

## 2. SERVICE USE

- 2.1. Creating an Account:** You must create an account in order to use the Services. To create an account, you will be asked to provide certain basic information in order to purchase or use one of our Subscription plans. This information may include Your name, address, company (if applicable), telephone number, email address, credit card/PayPal details. All financial information is held in accordance with the terms of the [Privacy Policy](#), which you should read carefully.
- 2.2. Creating User Accounts within an Organization:** You can create individual user accounts for use by members of Your organization of the Subscription plan. However, in doing so, You acknowledge and agree that it is Your responsibility to guarantee that all the additional users have reviewed and agreed to the terms of this Agreement which also govern their use of the Subscription plan.
- 2.3. Subscription plans Classification:** Cegid Valuekeep Subscription plans classifications are subject to change from time to time, without previous notice and at the sole discretion of Cegid Valuekeep.

## 3. SUBSCRIPTION PERIOD AND TERMINATION

- 3.1. Subscription plan Period and Renewals:** Subscription plan purchased will be provided to You for the period established and renewable in accordance with the subscription. Your account and profile registered with Cegid Valuekeep will remain active until terminated by You or Cegid Valuekeep pursuant to Sections (3.2) or (3.3) below. Together these constitute the Term of the agreement.
- 3.2. Termination by You:** If You are dissatisfied with (i) the Subscription plan; (ii) the Agreement; or (iii) any policy or practice of Cegid Valuekeep in operating the Subscription plan, You must contact Cegid Valuekeep at [admin.valuekeep@email.cegid.com](mailto:admin.valuekeep@email.cegid.com) to terminate the Subscription plan. Termination will be effective when Your actual Subscription plan finished and there will be no refunds for any unused portion of your subscription plan.
- 3.3. Subscription plan Suspension or Termination by Cegid Valuekeep:** Without limiting other remedies, Cegid Valuekeep may limit, suspend or terminate this license and Your use of the Subscription plan, prohibit access to the Website and delete Your user account and/or user ID, with immediate effect, if you are in payment arrears by more than fifteen (15) days for any Subscription plans or Services provided to You by Cegid Valuekeep, or if we think that You are: in breach of this Agreement; creating problems; creating legal liabilities (actual or potential); acting inconsistently with respect to our policies (which can be found in the [Privacy Policy](#)); infringing someone else's intellectual property rights; engaging in fraudulent, immoral or illegal activities; Or for other reasons that could have a contrary effect on Cegid Valuekeep, its Partners or Users. Cegid Valuekeep shall affect such termination by providing notice to You to the email address You have provided, and/or by preventing Your access to Your account area. We reserve the right to cancel any user accounts that have been inactive for more than one (1) year. In all cases of Termination by Cegid Valuekeep, You will not be entitled to a refund for any unused portion of your Subscription plan.

**3.4. Effect of Termination:** Upon termination of this Agreement:

- a) the Subscription plan shall terminate and Cegid Valuekeep will not be liable in respect of any damage caused by the termination of this Agreement.
- b) Cegid Valuekeep will use its reasonable commercial activities to return any electronic content contained in your Subscription plan to You in a SQL backup, if requested by you, within 30 days of Termination (a minimum 2 hours service charge will be applied to such cases).

## **4. PURCHASE TERMS**

**4.1. User Subscriptions:** Unless otherwise specified, Services are purchased annual subscriptions. Professional services are available on a time and products or fixed quote basis as agreed with Cegid Valuekeep in an order form or quotation provided by Cegid Valuekeep to You.

**4.2. Fees, Payment, and Charges:** Your access to and use of the Services is subject to Your payment of the applicable fees due for the Service selected by You ("Plans") set out on [Portal Cegid](#) and all other applicable amounts, charges, and taxes indicated to You when You purchase Services (or otherwise notified to You by Cegid Valuekeep from time to time) when you use the Cegid Valuekeep payment area on the Website or noted on Your invoice. Unless otherwise stated on the Invoice, all invoiced amounts are due upon receipt. Receipts for purchased Services will be invoiced and delivered to You electronically.

You shall:

- a) keep the billing, credit card and payment information You provide to Cegid Valuekeep or its suppliers or payment processors, including name, credit card number and expiry date, mailing address, email address and telephone number, accurate and up-to-date, otherwise, we may suspend the Services;
- b) promptly advise Cegid Valuekeep if Your credit card information changes due to loss, theft, cancellation or otherwise;
- c) be liable for Your failure to pay any Fees billed to You by Cegid Valuekeep caused by Your failure to provide Cegid Valuekeep with up-to-date billing information;
- d) upon termination of the Services in accordance with Section (3.2) and (3.3) of this Part 3, provide Cegid Valuekeep with an alternative forwarding address for all final invoices or correspondence should Your mailing address differ from the one in Your profile.

**4.3. Taxes:** You are responsible for paying all governmental sales, use, value-added, commodity, harmonized and other taxes imposed on Your purchase or use of the Services. To the extent Cegid Valuekeep is required to collect such taxes, the applicable tax will be added to Your billing account.

**4.4. Transaction Processing:** Cegid Valuekeep will cause transactions in respect of Your purchase of Services to be processed, and applicable fees owing by You to be collected. Subscriptions will automatically renew and the relevant fees will be processed and charged to You in full unless You notify Cegid Valuekeep with a minimum of thirty (30) days in advance of the anniversary of a renewal period that you wish to discontinue the service. Recurring payments for annual subscriptions are

processed on the same day of each subsequent calendar day/month/year that You originally acquired the Services on. In the case of a leap year, subscriptions will be processed on a subsequent day.

**4.5. Pre-authorized Payment:** By providing a credit card to Cegid Valuekeep as part of your account set-up for Your annual pre-authorized payments, You authorize Cegid Valuekeep to charge Your credit card for all outstanding Fees, taxes and charges and outstanding account balances due under the Agreement, and this constitutes Cegid Valuekeep's good and sufficient authority for so doing. If Your pre-authorized payment fails, Cegid Valuekeep may immediately deactivate Your account without notice to You and collect Fees owing using other collection mechanisms. You are solely responsible for all charges incurred under Your account by You or third-parties.

**4.6. Cancellation & Refunds:** You may cancel or rescind any order for the Services, however, You will not receive a refund for the unused portion of Your Services.

## **5. CHANGES TO SOFTWARE, SERVICES, AND AGREEMENT**

**5.1. Updates to Agreement:** Cegid Valuekeep reserves the right to modify this Agreement at any time by publishing the revised Agreement on the Website (Service Agreement). The revised Agreement shall become effective within five (5) working days of such publication or provision to You. Your continued use of the Services after expiry of the notice period of five (5) working days shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement.

**5.2. Changes to Cegid Valuekeep Products:** Cegid Valuekeep may alter, update or upgrade any Cegid Valuekeep Products from time to time. Products and services will only be provided for current versions of the Products and Services made available by Cegid Valuekeep. Cegid Valuekeep may, in its discretion, provide service for prior versions of Cegid Valuekeep Software, Products and/or Services.

**5.3. Changes to Fees and Services:** Cegid Valuekeep may change the Services, any service fees, amounts, charges (including one-time charges), and/or other aspect of any of the Services at any time upon reasonable notice to You by: posting the change on Cegid Valuekeep.com; sending You notice via an email to the email address You provide on registration; placing a message on our website; in writing; by electronic communication; or any other notice method likely to come to Your attention. If You do not accept the change, Your sole recourse is to terminate the Services. Your continued access to and use of the Service after the change has come into effect constitutes Your acceptance of the change and You acknowledge and agree that:

- a)** You will be deemed to have accepted the change, with no additional written agreement or express acknowledgement required;
- b)** You will continue to be responsible to pay for the Services unless You terminate in accordance with Section 3.

## 6. RULES FOR POSTING

As part of the Services, Cegid Valuekeep may allow You to post content on Cegid Valuekeep social media sites, bulletin boards, blogs and at various other publicly available locations on Cegid Valuekeep. These forums may be hosted by Cegid Valuekeep or by one of our third-party service providers on Cegid Valuekeep's behalf. You agree in posting content (whether publicly or privately) to follow certain rules notified to you on those sites including the following:

- 6.1.** You are responsible for all content you submit to Cegid Valuekeep. By submitting content to us, you represent that you have all necessary rights and hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, modify and perform all or any part of the content in connection with Cegid Valuekeep and our business, including without limitation for promoting and redistributing part or all of the site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User a non-exclusive license to access your posted content and to use, reproduce, distribute, prepare derivative works of, display and perform such content as permitted through the functionality of Cegid Valuekeep and under this Agreement.
- 6.2.** You may not post or transmit any message or content which is libellous or defamatory, or which discloses private or personal matters concerning any person. You may not post or transmit any message, image, data or program that is indecent, obscene, pornographic, threatening, harassing, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; or that is otherwise inappropriate.
- 6.3.** You may not post or transmit any message, image, data or program that would violate the property rights of others, including unauthorized copyrighted text, images, data or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion.
- 6.4.** You may not interfere with other Users' use of the Services, including, without limitation, disrupting the normal flow of dialogue in an interactive area of Cegid Valuekeep sites, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the Service infrastructure or that negatively affects the availability of the Service to others.
- 6.5.** Except where expressly permitted, you may not post or transmit charity requests; franchises, petitions for signatures; distributorship, sales representative agency arrangements, or other business opportunities (including offers of employment or contracting arrangements); any kind of memberships; chain letters; or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials, or any other solicitation of other users to use goods or services except in those areas that are designated for such purpose.
- 6.6.** You agree that any employment or other relationship you form or attempt to form with an employer, employee, or contractor whom you contact through areas of Cegid Valuekeep that may be designated for that purpose is between you and that employer, employee, or contractor alone, and not with us.



- 6.7.** You may not copy or use personal identifying or business contact information about other Users without their permission. Unsolicited e-mails, mailings, telephone calls, or other communications to individuals or companies whose contact details you obtain through the Service are prohibited.
- 6.8.** You agree that we may use any feedback, suggestions, or ideas you post in any way, including in future modifications of the Service, other products or services, advertising, or marketing materials. You grant us a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty-free license to use the feedback you provide to us in any way.

## 7. GENERAL TERMS

- 7.1. Customer Service:** For assistance with questions regarding this Agreement or the Services, if You have other inquiries, or if You require further assistance regarding use of the Services provided by us, please contact us using the contact details located at the bottom of our website [Portal Cegid](#).
- 7.2. Logos:** Cegid Valuekeep may refer to You in Cegid Valuekeep's customer list and may use Your corporate name and logo for this purpose. For the avoidance of doubt, Cegid Valuekeep will not use Your name, logo, any other trademark or tradename of Yours for any other purposes without Your prior approval.
- 7.3. Commercial Electronic Messages:** By agreeing to the terms of this agreement, you provide your consent for Cegid Valuekeep to send you Cegid Valuekeep publications, event invitations, news, product offerings, announcements and other communications about our products and services via in-application notifications, or to your electronic address.
- 7.4. Third-party relationships:** You consent to allow Cegid Valuekeep, its Users or its Partners to present service offerings, advertisements, promotional materials, or product offers to You. Your dealings with, or participation in promotions of any third-party Partners via any Cegid Valuekeep service are solely between you and such third party and your participation is subject to the terms and conditions associated with that offering, advertisement or promotion. You agree that Cegid Valuekeep is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties.
- 7.5. Third-party services:** Cegid Valuekeep may present links to third-party Web sites or third-party services not owned or operated by us. We are not responsible for the availability of these third-party sites or services or their contents. You agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with your use of or reliance on any content of any such third-party site or services or goods or services available through any such third-party site or service.
- 7.6. Entire Agreement:** The terms and conditions of this Agreement constitute the entire agreement between You and Cegid Valuekeep with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.



- 7.7. Severability:** Should any term or provision hereof be deemed invalid, cancelled or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect and the invalid, cancelled or unenforceable portion will be severed from the Agreement.
- 7.8. Assignment:** You are not allowed to assign this Agreement or any rights hereunder. Cegid Valuekeep is allowed at its singular discretion to assign this Agreement or any rights hereunder to any third party, without giving prior notice.
- 7.9. Applicable Law and Venue:** This Agreement shall be governed by and construed in accordance with the Portuguese laws without giving effect to any conflict of laws or provisions whether contained in Portuguese law or the laws of Your current state or country of residence. Any legal proceedings arising out of or relating to this Agreement will be subject to the jurisdiction of the Portuguese courts.