

# Cableizer® Terms and Conditions

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## Article 1 – Object of the Agreement

<sup>1</sup> Upon the making of this Agreement, the company **Braavos GmbH** (hereinafter: Braavos) agrees to enable the Customer to use the Software **Cableizer** in accordance with Article 2 below and the Customer agrees to pay a usage fee according to Article 3 below.

<sup>2</sup> Cableizer is used to simulate physical processes using data that the Customer uploads in an Account the Customer creates (Article 5). These data are composed of various parameters, settings, and other necessary information.

## Article 2 – Account

Create your account by clicking on the "Sign Up" button on the home page. This opens a form where you can enter your username, e-mail, and a password of your choice. After consenting to the standard terms and conditions, you can send the data by clicking the registration button. An e-mail will then be sent to you at the e-mail address previously entered. Clicking on the activation link will create your account. Now, when you log in using your e-mail address and password, you can optionally enter additional information. When this information is provided, all basic functions are available to you free of charge such as creating and altering cables and projects. To enable the expanded functions such as starting a calculation, an order must be placed. The functionality of the expanded functions will terminate without any further requirements and does not lead to any additional obligations. Commercial customers cannot cancel the contract using order revocation.

## Article 3 – Performance

<sup>1</sup> Braavos grants the use of a software application. This software is composed of various components from various providers. Braavos is thus providing a technical construct for use. The data transmitted by the Customer will be forwarded by Braavos to computers—always in encrypted form. The use of the Software will be carried out on these computers. The data will be loaded to the web server from the Customer's local computer. As soon as the Customer starts the calculation, Braavos forwards the data and the settings to external computer centers; as soon as results are created on these computers, they are sent to the web server and can be called up by the Customer in his Account.

<sup>2</sup> Braavos rents computing capacity in order to enable the use of its software.

<sup>3</sup> Braavos sends the data to available computers in such a way that the available resources can be used as efficiently as possible. Due to the central management of this process, Cableizer is able to precisely calculate the usage fee under Article 4 below.

<sup>4</sup> Braavos does not use the data that are uploaded by the Customer. Separately, the platform sends reports about errors in the program's application flow through Cableizer used by the customer. The Customer consents to Braavos using these data exclusively for optimizing the program and then deleting the data immediately.

<sup>5</sup> Braavos takes customary precautionary measures in order to guarantee the security and confidentiality of the customer data.

<sup>6</sup> Braavos grants use of the software immediately after opening of the account or activation of specific options, regardless of any assertion of a right of withdrawal. Braavos hereby provides notice of the possibility of charging a fee for services provided up to that point.

## Article 4 – Usage Fee

<sup>1</sup> The user can use the basic functions of the software free of charge. Expanded functions such as starting calculations are subject to a fee.

<sup>2</sup> Depending on the rate selected, this fee is composed of a flat fee for a certain time period. All prices can be found on Cableizer's website. In addition, all costs are listed in the Account.

<sup>3</sup> The invoice shall be sent to the Customer in digital form after placing an order to the e-mail address specified in the Account.

<sup>4</sup> Deletion of the Account shall have no effect whatsoever on the existence and due date of the usage fee.

<sup>5</sup> Transaction costs will be incurred by the user for payment by credit card.

## Notice of Right to Cancel

You have the right to cancel this Agreement within fourteen days without providing reasons. The cancellation period starts on the date the account is opened and runs for fourteen days. In order to exercise your right of cancellation, you can send a clear statement (e.g., a letter sent by mail or an e-mail) indicating your decision to cancel this Agreement to "Braavos GmbH, Schweizweg 4, 5608 Stetten, Switzerland" or to mail@cableizer.com.

In order to comply with the deadline for cancellation, it is sufficient to send notice of exercise of the right of cancellation prior to expiration of the cancellation period.

### Consequences of cancellation

If you cancel this Agreement, we must refund all payments to you that we have received from you, including delivery costs (excluding the additional costs that result from your having selected a different type of delivery than the most inexpensive standard delivery offered by us) without undue delay and no later than within fourteen days from the date on which the notice of your cancellation of this Agreement is received by us. We will use the same means of payment for this refund that you used in the original transaction unless a different arrangement was expressly agreed upon with you; no fees will ever be charged to you due to this refund. If you have requested that the services should begin during the cancellation period, then you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you notify us of your exercise of the right of cancellation with respect to this Agreement to the total scope of services provided for in the Agreement.

## End of Notice of Right to Cancel

## Article 5 – Default

If the usage fee is not received in Braavos's account by the 15th of the next month, the Customer is in default without further notice. If the 15th of the next month is not a business day, then the payment period shall end at the end of the first business day following the 15th. If the Customer is in default, the usage fee will be charged interest at 5% over the base lending rate starting on the first day after the default is triggered.

## Article 6 – Data necessary for use

<sup>1</sup> Braavos uses a user account (hereinafter: Account) to record the data necessary for invoicing and ensures that the Customer can use the Software through the Account. Braavos expressly points out the fact that the data required for payment of the usage fee are not stored by Braavos, but rather by companies accredited for this purpose, in order to ensure the security of this information.

<sup>2</sup> In order to be able to use the software, the Customer shall personally specify the data necessary to run a simulation and review its completeness and correctness. (These data include geometric information, material parameters, etc.)

<sup>3</sup> The Customer is solely responsible for the correctness and completeness of the data and the modeling of the technical system. The Software can only perform a calculation correctly using completely transmitted and correct data. Braavos therefore assumes no liability for the correctness of the calculated results with regard to the process to be simulated.

<sup>4</sup> The Customer can access the data that he has loaded into his Account at any time, and can access the results obtained by the use of Cableizer at any time. If Cableizer would be temporarily unable to provide these data and results for technical reasons, then Cableizer agrees to remedy the malfunction promptly. This excludes events of force majeure.

<sup>5</sup> The Customer can freely use the results of the usage.

## Article 7 – Access to the Software

In order to use Cableizer, the Customer must create the Account using Cableizer's home page. All required data must be entered in order to open the Account.

## Article 8 – Right of use

Braavos permits the Customer to use Cableizer on computers or through computers that are made available by Cableizer. The Customer is entitled to have the data and settings uploaded or made by employees.

## Article 9 – No transfer of the right of use

<sup>1</sup> The Customer is not entitled to transfer the right of use to third parties.

<sup>2</sup> Paragraph 1 shall apply to commercial users subject to the following proviso: However, members of the company or authorized third parties are permitted to upload data. The Customer is not authorized to use Cableizer through his Account for third parties. In case of unauthorized usage, Braavos is entitled to block the Account. In this case, Braavos shall issue a closing invoice within the meaning of Article 3 above. In this case as well, the Customer is obligated to maintain the e-mail address until completion of this process.

## Article 10 – Limitation of warranty

<sup>1</sup> If the software made available has an error, then the Customer shall have a right to remedy of defects. The Customer shall have a right to withdraw if Braavos can not remedy an error in the simulation within a reasonable period. Sentences 1 and 2 shall apply subject to the limitation of liability and warranty within this regulation.

<sup>2</sup> As long as the Customer uses the software free of charge, Braavos shall only be liable for wrongful intent and gross negligence.

<sup>3</sup> When a fee is paid for use, Braavos warrants the functionality of the Software provided for use, with the proviso that the customary defects that technically cannot be excluded (e.g., bugs) in the Software will be removed in each case immediately upon their discovery. If a calculated result is false due to a defect that has then been remedied, the specific calculation process can be repeated without being charged a usage fee.

<sup>4</sup> Otherwise, liability for damage and consequential damage due to defects is limited to wrongful intent and gross negligence.

<sup>5</sup> Any and all liability is excluded for the modeling of the technical system since this falls beyond Braavos's sphere of influence.

<sup>6</sup> Braavos's liability for its agents is limited to wrongful intent and gross negligence.

<sup>7</sup> Notwithstanding the provision of Article 2 (5) above, liability for data loss is limited to wrongful intent and gross negligence.

<sup>8</sup> The amount of claims for damage shall be limited in all cases to CHF 200'000. Due to the special hazards that may result in individual cases from releasing applications for sale, Braavos recommends purchasing insurance.

<sup>9</sup> The inadequacies that customarily occur in Braavos's Software and therefore cannot be excluded shall be kept to the lowest level possible by Braavos regularly revising the Software. Such revision shall be carried out outside of the main usage periods insofar as technically possible. If the Customer is a commercial customer, then the Customer is obligated to notify Braavos promptly of defects in the Software that the Customer becomes aware of. Similarly, the Customer shall provide notice of any defects becoming known to him in the interaction of the various components of the Software. Any restrictions on the functionality of Braavos's offerings will be limited to the minimum amount possible.

<sup>10</sup> Cableizer also uses third-party software for individual parts of simulation runs. Braavos selects this software to the best of its knowledge and belief. Braavos assumes a warranty for the functionality of the third-party software provided for use only in case of wrongful intent and gross negligence, but agrees to report errors to the author of the software immediately after their discovery. If a calculated result is false due to a defect that has subsequently been remedied, the specific calculation process can be repeated without a usage fee being charged.

<sup>11</sup> The limitation of liability does not apply to personal injury, damage to health, and death.

## Article 11 – Support

<sup>1</sup> The Customer may request that Braavos employees help in the creation of a simulation.

<sup>2</sup> In this case as well, Braavos excludes any and all liability for the correctness of the modeling of the technical system. Braavos can help exclusively in setting the tool, but shall in no case make its own assessment of what is technically necessary for the Customer.

## Article 12 – Termination of the Agreement

<sup>1</sup> The Customer can delete his Account when he has paid the usage fee due under Article 3 hereof. Braavos reserves and retains the right to delete the Account in question after termination by a Customer or after blocking under Article 8 above. After deleting the Account, Braavos will also delete all other Customer data.

<sup>2</sup> The Customer is obligated to maintain the e-mail account specified in the Account until Cableizer has informed the Customer that all payments have been completed.

## Article 13 – Severability Clause

Should individual provisions be or become invalid or contestable in toto or in part, this shall not affect the applicability and validity of the other clauses set forth herein, and this provision shall be interpreted and/or supplemented in such a way that the intended meaning and purpose is achieved to the extent possible.

## **Article 14 – Law and Jurisdiction Clause**

<sup>1</sup> For commercial users: Swiss law shall be exclusively applied to this Agreement.

<sup>2</sup> For commercial users: Baden Regional Court (Bezirksgericht Baden) shall have exclusive jurisdiction and venue for any disputes arising from and with regard to this Agreement.

## **Article 15 – Final Provisions**

All amendments shall require written form to be effective; this shall apply to the requirement of written form itself.