

ArchiPLUS Subscription

Thank you for your interest in an ArchiPLUS Subscription. On the following pages you will find the *ArchiPLUS Software Subscription Order Form and Service Agreement*.

To order a Subscription, please fill out the Agreement, sign it, and return it to your local reseller or to:
Graphisoft West via fax (415-520-0267) or email (customerservice@graphisoftwest.com).

For questions regarding the ArchiPLUS Subscription or any other ArchiCAD product, please contact your local reseller or Graphisoft West Customer Service at 510-992-6630.

ArchiPLUS Software Subscription Order Form and Service Agreement

Order Information

Contract Number(s)
Client ID:

End User: (hereinafter: Customer),
Contact:
Company:
Address:

E-mail:
Telephone:
Fax:

Products Included: GRAPHISOFT ArchiCAD

Total number of licenses:

Serial numbers of Software:

Start date (month/day/year): _____

Term: (Check Appropriate Box)

Regular Subscription Fee per License:
_____ One (1) year agreement annual \$695
_____ Three (3) year agreement annual \$595

Total Annual Cost (Annual Fee X Number of Licenses)

Payment Method: _____
(Accepted Credit Cards – AMEX, Visa, MasterCard)

Reseller:

Terms and Conditions

GRAPHISOFT North America, Inc. and Customer agree as follows:

1. Introduction

This Agreement covers all licenses and services of the current software products described in the Appendix of this Agreement (“Software”) possessed by the Customer. The list of licenses, Hardware Protection Devices (“Keyplug”) serial numbers, or Software serial numbers – whichever is appropriate for Customer’s Software - covered by this Agreement are found in the Order Information in this Agreement. Additional licenses purchased in the future will be included in this agreement. This Agreement is non transferable.

2. Services Provided in this Agreement

Benefits and features are subject to change from time to time. For current information on ArchiPLUS please visit http://GRAPHISOFTus.com/products_archiplus.php

2.1. Software Updates

The Customer will receive all version Updates of Software from the term of this Agreement. “Updates” are defined as

error corrections, enhancements, new releases or other modifications to the Software that the Company makes generally available to customers with current Subscription Agreements. The Company reserves the right to charge for new or additional features it may develop from time to time and that are not included with Updates. Fees for these new or additional features will be in accordance with Company pricing in force at the time the new or additional features are released.

2.2 Keyplug Insurance

If appropriate for the Software, Company will replace a lost or stolen Keyplug with documented serial number, free-of-charge as document in a police report (if stolen).

The lost or stolen Keyplug will become invalid. If the Keyplug should be recovered, the Customer will immediately return the originally stolen, now invalid Keyplug to Company.

2.3 Support

First line telephone and email support services from Company at the published telephone number and email address. Support is provided for the ongoing use of the Software and is not intended and should not be considered a substitute for professional services or training. Company will attempt to answer Customer’s specific questions. However support is offered on a good faith, diligent basis and Company may not be able to resolve every request.

Customers are strongly recommended and it is the Customers responsibility to maintain proper backup of their data. Under no circumstances will Company be responsible for lost or missing data.

3. Service Fee

The Service Fee is detailed in the Order Information in this Agreement.

3.1 Renewals Fee

All renewals start on the original anniversary date of the subscription term defined in the Order Information in this Agreement no matter when payment is received. A subscription with fee that remains unpaid after the anniversary date of the subscription term has passed will be considered suspended. A suspended subscription may be reinstated provided the annual fee is paid plus back subscription at the rate of one-twelfth of the annual fee multiplied by the number of months since the anniversary of the subscription term.

4. Other Conditions

4.1 Validity of the Agreement

This Agreement shall commence on the first day of the month following the purchase date of this Agreement. This Agreement shall continue in effect for the term defined in the Order Information in this Agreement and thereafter shall automatically renew for successive terms until either party elects to terminate this Agreement by giving notice of their intention a minimum of 60 days prior to the expiration of the term (either initial or renewal).

For additional orders of software licenses and associated subscription, the period covered in their first term will be from the date of acceptance by Company of their order until the expiration or termination of this Agreement.

4.2 Termination of the Agreement

Company may terminate this Agreement by giving written notice of termination to the Customer upon the occurrence of any of the following events:

- 1. Customer materially breaches the terms of this Agreement or the License Agreement, and such default is not resolved within the applicable resolution period;
- 2. Customer fails to make payment within thirty (30) days of its due date under this Agreement;
- 3. Customer ceases business operations, is subject to any State or Federal bankruptcy, insolvency, or similar proceeding, becomes insolvent, or makes an assignment for the benefit of creditors or a receiver is appointed for a substantial part of Customer's assets, or becomes unable to pay its debts when due.

4.3 Suspension of the Agreement

In case of a delay in payment after thirty (30) days written notice, COMPANY reserves the right to suspend provision of services to Customer until payments are received. Suspension and reinstatement does not effect the expiration of this agreement.

4.4 Governing Law.

This Agreement is made in and shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its choice of law principles.

4.5 Entire Agreement

This Agreement and its Attachment constitute the entire agreement between the parties and it replaces and supersedes any prior verbal or written understandings, communications, and representations between the parties.

4.6 Warranty and Disclaimer.

Agreed,

**Signed
GRAPHISOFT North America, Inc.**

Signature: _____

Name: _____

Title: _____

Date: _____

The Company will use commercially reasonable efforts to provide the Support Services in a professional manner. Nothing in this Agreement shall be construed as expanding or adding to the warranty for the Software set forth in the End User License Agreement or any other agreement with the Company governing use of the Software.

THE SOFTWARE AND ALL PORTIONS THEREOF, AND ANY SERVICES ARE PROVIDED "AS IS." EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO CUSTOMER IN ITS JURISDICTION, THE COMPANY MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES UNDER THIS AGREEMENT. THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.7 Limitation of Liability.

THE COMPANY'S AGGREGATE LIABILITY FOR ANY BREACH OF THIS AGREEMENT, USE OF THE SOFTWARE OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY THE COMPANY HEREUNDER, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE STATUTORY LAW. IN NO EVENT SHALL THE COMPANY HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS, ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Customer: _____

Signature: _____

Name: _____

Title: _____

Date: _____