SPECIFIC CONDITIONS OF CONTRACT FOR THE SUPPLY OF SOFTWARE ON A SAAS BASIS
BUILDING IN CLOUD

Section I - General Provisions

1. Value of these Specific Conditions

These specific conditions of contract ("Specific Conditions") govern the supply of the software indicated in the subject heading.
These Specific Conditions supplement the Additional Conditions and refer to the services indicated in the Commercial Proposal.
In the event of conflict between the Additional Conditions and the Specific Conditions, the latter shall prevail.
The Definitions indicated in the General Conditions apply to these Specific Conditions.

Section II - Specific Conditions

A – Definitions
"User": the person(s) who, following activation of the Service by the Client, is/are invited to take part in the collaboration activities offered by the Service.

B - Access and Use
The Service is accessible via the Internet on a "Software as a Service" basis at the following address: app.buildingincloud.net.
It consists of enabling the publication and sharing of data and collaboration among connected users, in order to improve the quality of the activities carried out during the life cycle of a building or an infrastructure. Authorized Users may therefore create, manage, and share information, collaborating with each other synergistically.
The Service is accessible to the Client upon registration and to Users following an invitation to collaborate from the Client itself or from its delegates.
The Service is provided in connection with the Client's business and, in any case, for needs related to the Client's activity.
The Client of the Service automatically assumes the role of System Administrator, which allows it to define the manner in which Users may use the Service.
The Service is intended for Users who have reached 18 years of age and is accessible only following registration for the Service or following an invitation to collaborate.
The Client assumes full responsibility for any activity carried out by the Users.

C - Provision of the Free Tier of the Service
The Client may activate the Free version of the Service free of charge; its use will in any case be subject to the terms and conditions established in the Contract.
This Tier may be activated free of charge directly by the Client through Supplier's website (Buildingincloud.net) and allows the Service to be subscribed to and used free of charge, at no cost.
The "Free" subscription tier allows the activation of a fixed number of buildings, storage space, and users, fixed and determined as indicated on the Supplier's Shop page at the time of subscription.
The "Free" subscription tier does not allow the activation of the additional modules of the Service.
The subscriber to the "Free" tier may decide, at any time during the validity of the subscription, to Upgrade the Service to the higher paid tiers.
The subscriber to the "Free" tier may use the Service for an indefinite period; the only condition is that the subscriber accesses the Service at least once every 180 (one hundred eighty) days.
Starting from the ninetieth day, before 180 (one hundred eighty) days have elapsed without the subscriber having accessed the Service, the subscriber will receive an e-mail every 30 (thirty) days notifying them of the imminent expiry of the subscription.
Once 180 (one hundred eighty) days have definitively elapsed without the subscriber, despite the sending of the notice e-mails, having made any access or responded to the subscription expiry notice e-mails, the account will be disabled and the subscriber will no longer be able to access the Service. In such case, the conditions established in the article "Effects of Termination of the Service" shall apply.
The subscriber may also independently cancel the subscription to the Service by logging into the Service and, from the "Settings" section, selecting the "Subscription" command and then selecting "Cancel subscription".
If the subscription cancellation request is carried out/made correctly, the User will receive an e-mail confirmation of the immediate cancellation of the subscription. In such case, the Account will be disabled and the conditions established in the article "Effects of Termination of the Service" shall apply.

D - Effects of Termination of the Service
In any case, on the date of termination of the Service, Supplier will immediately disable the account of the Client and of the relevant Users, while the data and documents contained in the system will nonetheless be retained and made available for a further 180 (one hundred eighty) days for any reactivation of the account, to be requested by e-mail at the following address: support@buildingincloud.net.
Once this period has elapsed without the subscriber requesting reactivation of the data and documents, these will be permanently deleted, and reactivation may no longer be requested.

Client Signature* _____

*please sign digitally

Namirial Group
www.namirial.com

Client Name _____