Software Terms of Use

Edition 2021

1. Fields of application

These terms of use supplement the general terms and conditions and govern the relationship between UDITIS and the customer, unless they are modified or supplemented by a written agreement. They apply to the rental of software and its operation in SaaS mode.

2. Use of the software

UDITIS grants the customer a non-transferable and non-exclusive right of use, which does not include source codes or technical documentation. UDITIS will only provide the access codes upon receipt of the amount due.

UDITIS undertakes to carry out maintenance work on the licensed software outside usual working hours whenever possible (i.e. from Monday to Friday from 8 a.m. to 6 p.m.), except in an emergency. UDITIS is also authorized to interrupt the activity of the server in the event of disturbances.

Any adaptation of the software (improvement of automation, inclusion of additional features) must be covered by a separate agreement.

The customer must ensure that the software is used in accordance with the law and the contract. Any support duties (such as compliance with technical regulations, for example) are defined in the contract and / or any riders.

In order to ensure the proper functioning, maintenance and compatibility of the licensed software, the customer must ensure that the necessary technical installation conditions, security measures and updates are met according to UDITIS recommendations.

The customer must check the licensed software within four weeks of receipt of the product or of the software access code. This check must also be done for each new version of the software within the same time frame starting from its commissioning by UDITIS. Any observed error must be reported immediately in writing and in sufficient detail to allow UDITIS to understand and reproduce the error. Any reported errors reproduced and confirmed by UDITIS during the verification period must be corrected within a reasonable period of time. When an error cannot be reproduced and confirmed by UDITIS, it is deemed not to have been observed. Without specific notification from the customer within the agreed time frame, the software is considered to comply with the requirements of the customer.

3. Payment terms

Unless otherwise agreed, prices are in Swiss francs excluding VAT.

The invoice must be paid within the time limit indicated on each invoice. After this period and in the absence of objections formulated in writing, the invoice is considered to be accepted by the customer.

Should the customer have neither paid the invoice nor submitted its justified objections in writing within the specified period, UDITIS may suspend access to the software. The invoice remains due even in the event of an interruption caused by UDITIS. If the customer still fails to pay the invoice thirty days after the interruption of access to the software, UDITIS may terminate the contract without notice and without compensation.

Adaptation

UDITIS is entitled to adapt the sum of the license fees, subject to four months' notice. In the event of a price increase, the customer has the option of terminating the contract within thirty days of notification of the change in the terms.

4. Absence of UDITIS' liability

Given the complexity of the software, UDITIS cannot guarantee that there are no errors in the software or that the server can be used without interruption. UDITIS is also unable to exclude the occurrence of other failures with the correction of a software error.

5. Intellectual property

Subject to special provisions provided for in the contract, no intellectual property rights of any kind (such as copyright, conceptual rights, etc.) are transferred to customers by UDITIS. If it ceases trading, UDITIS undertakes to provide the customer with the latest version of the "source" programs in its possession and the related documentation.