



Conseil et formation
Création de sites web
Conception de logiciels
Administration de réseaux informatiques



46 rue Saint Antoine 75004 PARIS
SARL au capital de 7650 €
RCS PARIS B 434 566 907
N° TVA Intracommunautaire : FR72 434566907

ORDER FORM – ROOMING'IT™

For a renewal or if you want to buy new clients licences, please indicate here your current licence number.

Client

Required * Company		N° TVA Intracommunautaire	
Required * Full address			
Contact name		Obligatoire* Email	
Phone		FAX	

*Required information in order to create the nominative licence reference number that will be sent over you by mail or with the CD-Rom.

Prices for 2023 – available until December, 31 2023

Licence	Label	Unit price exc. VAT	Quantity	Total exc. VAT
Rooming'it	Full product licence (includes the 1 st client licence)	340,00 €		
	Additional client licence (network version)	49,80 €		
	Version Data server MariaDB/MySQL (optional)	280,80 €		
	Version Data server Microsoft SQL Server (optional)	500,00 €		

Subscription	Label	Unit price exc. VAT	Quantity	Total exc. VAT
Annuel	Full product licence (includes the 1 st client licence)	68,40 €		
	Additional client licence (network version)	13,80 €		
	Version Data server MySQL/MariaDB (optional)	68,40 €		
	Version Data server MS SQL (optional)	198,00 €		

Hosting	Label	Unit price exc. VAT	Quantity	Total exc. VAT
Annuel	Web interface	106,20 €		

Services	Label	Unit price exc. VAT	Quantity	Total exc. VAT
Formation		832,00 €		

- **Annual subscription level 1:** Includes the minor and major software updates, the in-house attempt to repair corrupted databases, along with support by phone (within 4 open hours) and/or remote access. Subject to your local network let our tools to remotely access to your desktop station.
- **Reminder:** You can download the licensed software from our protected servers or shipped by postal delivery (according the option chosen) within 10 days starting from the receipt of the full payment of the order form. The software use is subject to the full acceptance of the End User Licence Agreement (EULA) you have to read during the installation process. The renewal of a subscription starts from the ending date of the preceding period (see the date printed on your software licence).
- **Displacement charges:** All displacement charges will be invoiced after the work has been done and with justification.
- **Payment method:** Software licences, subscriptions, support charges have to be paid with the order by cheque, bank transfer or with PayPal.
- **Administration charges:** Administration charges of 20,00 € exc. VAT will be applied for all order outside from France (participation for administration and financial costs).

Date, Sign and Seal		
With hand written mention: " order firm and definitive "	Licence exc. VAT	
	Subscription exc. VAT	
	Hosting exc. VAT	
	Services exc. VAT	
	Administration fees	20,00 €
	Total exc. VAT	
	VAT 0,00%	
	Total to pay	

Thank you to read in annex the End User Licence Agreement (EULA) that you accept by signing this order form.



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CONDITIONS GÉNÉRALES DE VENTES

These general conditions of sale apply to all sales (products or licenses) or services provided by DEVELOP'IT on behalf of a company (hereinafter referred to as the Client) in addition to quotes or written proposals. and signed by both parties.

By signing this document, the Customer fully accepts our conditions of sale and waives any application of any general conditions of purchase.

Any quote or order in our possession signed by the Customer is considered CLOSED AND FINAL unless waived by mutual agreement within a week from the date of receipt of the quote or order.

Prices 2023

Revisable prices each year, applicable on January 1.

Applicable Standard Rate: € 104 per hour excluding VAT (hereinafter referred to as TSA).

These rates apply in the absence of specific negotiated agreements or in the absence of prior quotes submitted for your acceptance.

- On-site assistance interventions (all services) in Paris and its inner suburbs: intervention duration less than or equal to 1 hour, flat rate of 1 TSA. Billing beyond by 1/2 hour increments.
- On-site assistance interventions (all services) outside of Paris and its inner suburbs: invoicing per day of intervention, ie 8 TSA. Additional invoicing on supporting documents: travel expenses (SNCF 2nd class - Economy Class airplane), meals and accommodation in a 2-star hotel billable in addition on presentation of supporting documents.
- On-site assistance interventions (all services) outside France: special conditions to be jointly defined, consult us.
- Assistance in our premises (telephone assistance and assistance by possession of remote workstations), invoicing in 1 / 4h increments to the TSA.
- Specific development: consult us.

Licenses and maintenance are payable by check or money order. All services are invoiced at the end of the month and payable by check or transfer within 30 calendar days from the date of invoice. In accordance with the legal texts in force, failure to comply with the terms of payment results in late payment interest in accordance with the terms and at the minimum rate imposed by law. A lump-sum recovery compensation indemnity is set at € 40 excluding VAT (Art. L441-3 and L441-6 of the Commercial Code).

General Software License

The software products, source codes (compiled or not) and toolboxes (modules, functions, libraries, logos, images) contained in the software products supplied to the customer are the exclusive property of Develop'it and may not be copied, decompiled by any means whatsoever, reused by third parties or by the customer or transmitted for payment or free of charge to third parties. Develop'it only grants its Customer a limited right to use the software provided. The limitations and conditions of use of such software are specified in the End User License Agreement (EULA) attached to each software in its installation kit and attached hereto.

The "client workstation" licenses are counted as follows:

- A "client workstation" license is equivalent to the right to install and use the software on a workstation equipped with a personal computer operating system regardless of the number of users of this personal computer.



- On a system equipped with a "Server" operating system or on a virtualized system, a "client workstation" license is equivalent to the Machine / User pair. Thus, for a user using the same session but who can come from 2 server machines or 2 different virtual machines, it will be necessary to acquire 2 "client workstation" licenses (The licenses are not concurrent access licenses).
- A "client workstation" license is equivalent to the right to use a single device (display at the entrance to the room, large screen at reception) which uses communication with the "Rooming Web Services" service.

Maintenance subscription

Maintenance contracts are taken out by default by tacit renewal with the possibility for you to terminate it by letter AR at least two months before the expiry date of this maintenance.

If you prefer the option of annual renewal of the maintenance contract, we will charge you an additional cost of € 20 excluding VAT as administrative management costs for your file.

Interruption of maintenance and reactivation of maintenance

In the event that a software maintenance contract is not renewed, and the fact that this maintenance includes the right to software updates, a reactivation of this maintenance would only take effect by regularizing the period not covered by the tariff. 50% of the cost of maintenance.

Modification of software by the customer

In the event of an explicit written agreement between the Client and Develop'it, the Client may (himself or by using external service providers) make modifications to the source codes of the software or to the attached databases for a strictly internal use and use and under the full responsibility of the customer. The slightest modification - no matter how small - of the source code or the database by the customer or a third party releases Develop'it from any responsibility for the correct functioning of the software and the possibility of installation or the correct functioning of the software. updates that Develop'it may provide later.

As a result of these source code modifications, the customer may not under any circumstances market, resell this software or transmit it for payment or free of charge to third parties without the express written consent of Develop'it.

Retention of title

We reserve ownership of the materials or licenses to use the software ordered until full payment of their price in principal and interest, it being specified that the delivery of a draft does not constitute payment.

Failing payment of the price by the agreed deadline, we may require that the software be completely erased and uninstalled from any IT support in the possession of the customer. The deposits paid will remain with Develop'it as compensation.

Competence attribution

For all disputes relating to sales made by Develop'it and the application or interpretation of these general conditions of sale, only the commercial court of PARIS (75 - France) will be competent.

Applicable law

All sales made by Develop'it are subject to French law.

Name, Date, Signature and Stamp

With handwritten mention: "*read and approved*" and initials on each page



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END USER LICENCE AGREEMENT (EULA)

The present License Contract Final User constitutes a contract between you (physical person or moral unique person) and Develop'it, concerning SOFTWARE, that includes computer programs and that is likely to contain associated supports, printed documents and documentation "in line" or under electronic format.

WHILE CLICKING ON "YES", "FOLLOWING" OR WHILE FOLLOWING THE INSTALLATION, YOU ACCEPT NON RESTRICTIVE FACON THE CONDITIONS OF THIS CONTRACT.

IF YOU ARE NOT AGREED WITH ALL THE CONDITIONS WANT TO INTERRUPT THE INSTALLATION PROCEDURE AND ERASE ALL PRECEDENTES INSTALLATIONS OR COPY SOFTWARE.

1. USAGE LICENSE.

The license type granted (number of.

Develop'it grants you an or exclusive license or transférable and reserved to a strictly internal usage of SOFTWARE, documentation that the accompanies and of all eventual corrective software furnish by Develop'it. The presents license does not grant you not in the least the right to distribute SOFTWARE.

In the case of a demonstration version, the license granted is restricted to an alone usage of tests and of evaluation. In any case software cannot be used to production ends or of effective management. It completely will have to be deinstalled to the coming from the tests and evaluation.

You authorized to install or to stock a copy of the SOFTWARE on a storage device, such as a network waiter, used exclusively to do to work the SOFTWARE from your other computers on an internal network. Nevertheless, you must obtain and dedicate a license for distinct every computer on which SOFTWARE works from the storage device. A license of SOFTWARE cannot be divided or used in a concomitant way on distinct computers.

2. RESTRICTIONS.

SOFTWARE is confidential and protected by a copyright. The property of SOFTWARE and all the intellectual property rights that about it result belong to Develop'it and or its license octroyeurs.

The furnished run-time and the basic motor of data (DAO) associated with SOFTWARE are the property of MICROSOFT that grants you a non exclusive usage right in the unique framework of the normal usage of SOFTWARE. No action of no sort will be able to be engaged against MICROSOFT comparatively to the usage of these application units.

Except explicit written agreement between you and Develop'it, you not not in the least authorized (are) to modify, décompiler, dismantle SOFTWARE or to try of some manner that this be to use the code source of the SOFTWARE for another usage that the one granted by the present contract.

The Contract does not confer no right, title or interest on no brand, acronym or commercial name of Develop'it or of its license octroyeurs.

3. GUARANTEED LIMITEE.

Develop'it grants you, for a period of ninety (90) days to count of the date back to purchase of SOFTWARE, the voucher or the purchase bill done faith, a guarantee concerning the fact that the support on which SOFTWARE is furnished (if need be), provided that it some is done a normal usage, exempt east of vices and defects, just as well equipment as of manufacture. Exception done this that precedes, SOFTWARE is furnished "SUCH WHICH". The alone recourse that you will have, if need be, will consist be in a new supply of SOFTWARE, in a reimbursement of the purchase price of SOFTWARE, knowing that it will belong to Develop'it, and not to you, to decide which of these two solutions will be applied.

4. CLAUSE EXONÉRATOIRE RESPONSIBILITY.

All the explicit or implicit conditions, representations and guaranteed including the quality guarantee bargains over, of aptitude to a special usage or of non-forgery, are denied, except in case these restrictions should be held for lawfully unenforceable.

5. RESTRICTIVE CLAUSE OF RESPONSIBILITY.

In the direction more wide authorized by the French law, in any case Develop'it or its license octroyeurs will not be able to be held persons in charge of no income loss, profits or given, or of no damage more special, more indirect, more consecutive, more accidental, more punitive or more chance, more which than in be the cause, whatever the foundation of the responsibility, resulting from or related to the usage of software or Develop'it had to have been notified eventuality of such damages. In any case the Develop'it responsibility with respect to you, that this in the framework of the present contract, first rate contractual responsibility (including by negligence) or other, will not know to exceed the amount paid by the buyer for the SOFTWARE to the terms of the present contract. The restrictions that preceding will continue to apply even in case the enunciated guarantee above would not attain his essential goal.

6. EXPIRATION.

The Contract will remain in force until it is terminated. You can put an end to the Contract at any moment while destroying all the copies of SOFTWARE of which dispose you. The Contract will expire immediately without previous notice Develop'it if you not you in accordance with the an any of the clauses of the present Contract. As early as the expiration of the Contract, you held (tenu(e)) to destroy all the copies of the SOFTWARE in your possession.

7. LAW REGISSANT THE PRESENT CONTRACT.

All action in justice related to the present Contract will be subjected to the competent Courts of Paris (75) - FRANCE. No other regulation of no other jurisdiction not in any case will be able to apply.

8. EXCLUSION.

In case the an any of the clauses of the present Contract had to be renowned as no or non-avenue, the Contract will continue to apply for all the other clauses that ladite clause, except if his abandonment had to do failure to the intention on the part, to which one cases the Contract will expire immediately.

9. INTEGRATION.

The present Contract represents, during the application length of the Contract, the entirety of the agreement between you and Develop'it (the "Left") in regards to the object of the Contract. It replaces and prevails on all eventual communications, suggestions, representations and guaranteed, that they oral or wrote, previous or simultaneous, as well as on all eventual estimate, orders, accused reception or all other communication between the Parties concerning the Contract and that could be in contradiction with this one. No modification of the Contract will not know to engage the Parties, unless she was not brought in writing and signed by an authorized representative of each on the part.

For all question concerning the present Contract, want to contact:

DEVELOP'IT SARL
46 rue Saint Antoine
75004 PARIS
FRANCE

contact@developit.fr