TERMS AND CONDITIONS

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LEGALE NOTICE

PROJEQTOR
Société par Actions Simplifiée
au Capital Social de 10 000 Euros
R.C.S. Toulouse 811 853 167

TVA intracommunautaire : FR93 811 853 167
Déclaration d'activité de formation : 73 31 07956 31

SERVICES AND PRODUCTS

PROJEQTOR SOFTWARE

ProjeQtOr software is a free project management application published by the company ProjeQtOr under the AGPL V3 license.
Complete terms of license are available at address http://www.gnu.org/licenses .

ASSISTANCE

Daily based [1] activity that can cover different needs, technical or functional:
- Technical assistance to setup, configure and run ProjeQtOr,
- Functional assistance to parameter and adapt to customer's context.

This kind of activity can be performed on site on remotely

REMOTELY

For remote assistance, communication is performed through web-conferencing means (Zoom).
[1] Assistance sessions are limited to ½ days.

ON PREMISE

The service is performed at the customer's premises. Customer provides any means required to execute the mission.
The days are by standard working days of 7 hours maximum, for example:
- 9:00-12:30 / 14:00-17:30.

AUDIT

Daily based activity that can cover different analysis needs:
- Analysis of technical issues (performance, reliability, security),
- Audit of implementation and use of ProjeQtOr.

Unlike assistance, audit requires little or no interaction between the client's teams.

This kind of activity can be performed on site or remotely.

REMOTELY

For technical remote audits, SSH or RDP access or remote control is usually required (to be defined according to the scope of the audit).

ON PREMISE

The service is performed at the customer's premises. Customer provides any means required to execute the mission.

The days are by standard working days of 7 hours maximum, for example:
- 9:00-12:30 / 14:00-17:30.

TRAINING

Daily based [2] activity that can cover any training need about ProjeQtOr or Project Management. Standard modules are proposed (*see detail of modules on Appendix*).

These modules can be adapted to customer needs and any request will be studied.

This kind of activity can be performed on site or remotely.

REMOTELY

Communication is provided through web-conferencing means (Zoom).

Participants must be equipped with suitable means of communication to access the Zoom web-conference either on their desktop or in fully equipped meeting room for a Zoom web-conference.

The set-up of the means of participation to the web-conferencing by participants is the customer responsibility.

The customer must ensure to have a sufficiently stable network, open and efficient to ensure Zoom web-conferencing for all the participants in good conditions (latency <3 seconds, fluid display).

The service provides access to Zoom screen sharing.

[2] Remote training sessions are limited to ½ days.

The number of people attending the presentation is limited to 10.

This limit can be adjusted on request and will be stated on the quotation.

ON PREMISE

The service is provided at the customer's premises or premises chosen and managed by the customer.

The number of persons attending the presentation is limited to 10.

This limit can be adjusted on request and will be stated on the quotation.

The training modules are designed on basis of half days of 3.5 hours which can be set for example as:
- 9:00-12:30 / 14:00-17:30.

IMPORTANT NOTICES

These are training designed to teach the **generic use of the ProjeQtOr** software, they cannot be adapted to the specific context of the client and its processes.

Any recording of training sessions by the client or the participants, in any form whatsoever (video, audio or other), **is prohibited.**

SUBSCIPTION

Subscription service which covers the provision of updates over time, automatically or manually.

This service also includes updating to a new community version, automatically or manually, according to the same principle as the "Automatic installation" plugin.

Users subscribing to this service will have priority in the processing of community support requests on the Forum, without being able to claim contractual priority, unlike users who have subscribed to support.

SUPPORT

Subscription service that covers the provision of support over time to respond to ad hoc technical or functional requests during the subscription period of the service.

Two support level options are available: priority support and private support.

PRIORITY SUPPORT

- Dedicated project is opened on https://track.projeqtor.org to submit and follow-up requests,
- The number of persons able to contact the support is limited to 10% of users
  - The client should specify the information about persons able to contact the support
- Commitment for answers within 1 open day,
- Commitment to resolve blocking anomalies (providing of the solution or of a workaround) within 3 open days,
- Delivery of fixes for blocking anomalies through corrective patches,
- Other anomalies integrated in future community patch or version.

PRIVATE SUPPORT

- Dedicated project is opened on https://track.projeqtor.org to submit and follow-up requests,
- Possibility to send requests through emails (support@projeqtor.org),
- Support phone number (French phone number) to submit urgent requests,
- The number of persons able to contact the support is limited to 10% of users
  - The client should specify the information about persons able to contact the support
- Priority treatment of requests (compared to priority support),
- Commitment for answers within 4 hours (open days in France),
- Commitment to resolve blocking anomalies (providing of the solution or of a workaround) within 1 open day,
- Delivery of fixing for blocking anomalies through private corrective patches,
- Negotiated delivery planning for major anomalies, with possibility to trigger an anticipated community patch within 5 open days.

The delays and commitments are by hours and days in France:
- Monday to Friday between 9:00 and 18:00 French time,
- Excluding Saturdays, Sundays and public holidays in France.

HOSTING

Subscription service that allows you to benefit of an instance of ProjeQtOr software in SaaS mode (Software As A Service) without worrying about installation and maintenance.

This service includes set-up and technical maintenance of the instance.
- Installation of your instance of ProjeQtOr software on ProjeQtOr servers,
- Initial configuration with the default settings and capacity to send emails,
- Hosting on projeqtor.org domain,
- Providing of sub-domain for direct access, in https mode (SSL encrypted)
  (url to access your instance will be https://*yoursubdomain*.projeqtor.org),
- Hosting on dedicated servers managed by ProjeQtOr team, stored in Online.fr Data Centers localized in France,
- Unlimited traffic
- 24/7 availability provided by Online.fr, providing IT energy
- Maintenance operation done out of use periods (at night or during off days).

TECHNICAL FEATURES
- Database
  - Dedicated database,
  - Daily backup,
  - Last 7 days backups saved and kept,
  - Dump of database provided on request,
  - Restoration of backup on request.

  Except at the "dedicated server" level of the offer, no direct access to the database can be provided to the customer.
- Files
  - Files stored on RAID 1 (mirroring) or RAID 5 (stripping) disk drives,
  - Global backup of files (daily differential backup),
  - No possible unitary restore,
  - Restoration in case of major failure.
- Updates
  - Upgrade to new community version on request,
  - These operations are included in prices, at no extra fee.
- Support
  - Free community support on site forum at www.projeqtor.org
    - without any warranty about availability,
    - without any warranty about delay for answers,
  - Possibility to subscribe to professional support service.
- Plugins
  - All plugins distributed by ProjeQtOr are available for hosted instances without additional cost,
  - The desired plugins are provided on request (an operation of the administrator of the instance is then necessary to complete the deployment of the plugin)

USER QLUB

Subscription service which allows participation in the ProjeQtOr user club (user Qlub).
The user Qlub is intended to forge a link between the different users of ProjeQtOr as well as with the ProjeQtOr company team.
It allows users to

- Share their experience of ProjeQtOr use
- Be informed about upcoming new features
- Be informed about the new features provided on latest versions
- Actively participate in the roadmap:
    o Propose changes
    o Participate in definition of priority of tickets
    o Participate in the specification of developments

For this, the user Qlub offers:

- Participation in monthly meetings, about 1 hour each, alternating between the 3 subjects:
    o Webinar: formal presentation on a previously announced subject
        ▪ Presentation of a specific feature
        ▪ Technical focus
        ▪ Feedback
    o Roadmap:
        ▪ New features brought by the latest version
        ▪ Discussion about the upcoming version
        ▪ Discussions on prioritization of developments
        ▪ Details on the planned implementation of some features
    o Questions / Answers Session
        ▪ Answers to user questions (Questions will be sent in advance of the meeting)
        ▪ Discussions on the answers provided about the issues raised
- Allocation of points to vote on the roadmap tickets and thus influence it, while avoiding being alone in sponsoring a given development
    o Number of points earned monthly based on subscription level.
    o Points can be assigned to an individual user or to a client, which allows each user attached to the client to freely use the points.
    o Users can vote (assign a number of points) on roadmap tickets.
    o Each ticket has a target value, which corresponds to the number of points triggering its planning in the next version (*)
    o Tickets sponsored 100% (or more) integrate the next version (*).
    o In order to avoid accumulation phenomena and encourage regular use of the points earned, the total number of cumulative points will be limited to one year of acquisition (12 x the number of points acquired monthly)
    (*) The development capacity of the ProjeQtOr team being finite, the tickets are prioritized according to the sponsorship rate (number of points allocated / target value). So, a 100% sponsored ticket may not directly integrate the next release if other tickets sponsored at higher rates already cover the team's capacity for the release. This ticket will therefore integrate the following version.
- • Participation in the specifications of developments
    o Possibility to add notes to roadmap tickets to specify the needs to be covered, recommend an implementation method, propose a model, and so on.
- Advantages on other services, depending on the subscription level
    o Half days of assistance or training offered
    o Discounts on support and hosting services

IMPORTANT NOTICE   Currently (2024), **all discussions and meetings** take place **in French**.

ON REQUEST EVOLUTIONS

Quotation based service proposed to implement some customer's need into ProjeQtOr software.

Two kinds of evolutions are proposed depending on customer's need: private or community evolutions

PRIVATE EVOLUTIONS

- Evolutions are not deployed in the community version,
- Specific branch is set-up,
- It's not possible any more to migrate to new community versions to benefit from new community evolutions and fixings,
- Integration of community evolutions and fixing must be requested, on command, after an estimate, on same principles as evolutions (to merge to a community version),
- Whenever possible an option will be proposed on quotation to implement evolutions as a plug-in (or any other method) to keep compatibility with community version (to preserve capacity to migrate to future community versions).

COMMUNITY EVOLUTIONS

- Evolutions are included in community version,
- Possibility to migrate to new community versions to benefit from new community evolutions and fixings,
- Reduced cost (compared to private evolutions).

CHOICE BETWEEN COMMUNITY OR PRIVATE EVOLUTIONS

- The type of evolution is proposed in the quotation according to the specificity of the requirements,
- Evolutions very specific to customer needs will not be included in community version.

THIS SERVICE INCLUDES ALL DEVELPMENT STEPS

- Analysis of the request,
- Solution proposal,
- Realization of evolution,
- Tests,
- Delivery,
- Warranty (fixing of anomalies concerned by evolution, during two months after delivery).

PLUG-INS:

Additional plug-ins are available to extend the functionality of special needs. The conditions defined in this document apply only to plug-ins provided by the company ProjeQtOr on its own web sites (projeqtor.org and projeqtor.net).

Buying a plug-in gives the rights to install it on a single production instance and an additional test / validation instance (not production instance).

The plug-ins are available in ProjeQtOr shop: https://www.projeqtor.net/en/shop/plugins.

LICENSE

PROJEQTOR SOFTWARE:

ProjeQtOr is free software: you can redistribute it and / or modify it under the terms of the Affero General Public License ("GNU Affero General Public License") as issued by the "Free Software Foundation" version 3 of the License, or (at your option) any later version.

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You will find copy of the Affero General Public License ("GNU Affero General Public License") with the software. You can also view the full terms of the license at http://www.gnu.org/licenses/.

In any case, if you redistribute the ProjeQtOr software (whatever the version, even adapted by you, even under another name) you must:

- Distribute it under AGPL V3 license (or higher) and therefore give free access to all source code,
- Reference the original product (ProjeQtOr)
- Not leave any ambiguity about the origin of the product, which might suggest that you are the author.

The term distribution includes any delivery, even to a single customer, or diffusion to a third party as a service (distribution in SaaS mode).

Internal diffusion to the enterprise in not taken into account. This means that you can bring changes specific to your enterprise (and possibly confidential) without having to redistribute source code to the users as long as use is only internal to your company.

Allowing the free of use does not transfer any property right.
The license requires to preserve the open character of diffusion and forbids to change property references. This includes the obligation to keep the original title block and license reference present on each file.
Violators will be prosecuted.

ON REQUEST EVOLUTIONS:

The code produced for on request evolution remains the property of the company ProjeQtOr.

As part of "**community evolutions**", the code incorporates the community version of ProjeQtOr software, under the same conditions as the rest of the code of ProjeQtOr software under the same license.

As part of "**private evolutions**", the customer gets the right to use and modify the code provided, but not to redistribute it without the explicit agreement of the editor. Also, any change in the code made by the customer will stop any warranty.

Unless otherwise explicitly requested by the customer and recorded in the quotation, the company ProjeQtOr keeps the right to reuse the produced code, partially or fully, either to integrate it into a community version, as part of an evolution, a plug-in or for any other use.

ADDITIONAL PLUG-INS:

Plug-ins are not distributed under an open source license. They are distributed in a proprietary mode. The company ProjeQtOr remains owner of all the plug-ins it delivers.

Any changing to a plug-in without the explicit agreement of the company ProjeQtOr is prohibited.

The diffusion (or re-distribution) of a plug-in is prohibited.

Violators will be prosecuted.

OWNERSHIP

Whatever the provided service, the company ProjeQtOr remains owner of the code.

This covers, among others (list not exhaustive):

- The original code, as distributed in the community version of the software,
- The code produced as part of an evolution, either community or private,
- The code produced as part of a corrective patch,
- The code constituting a tool,
- The code of any plug-in released by the ProjeQtOr company.

As such, the ProjeQtOr company keeps the right to reuse the produced code. This includes for example the possibility to integrate, in part or in full, in the community version or in an additional plug-in the code produced in the context of an evolution, even if it is specific.

Any recording of the services (training, assistance or other) by the client or the participants, in any form whatsoever (video, audio or other), is prohibited.

CONFIDENTIALITY

Customer data hosted on servers managed by the company ProjeQtOr or provided as part of support requests are confidential.

The company ProjeQtOr prohibits any consultation or disclosure of customer data.

The company ProjeQtOr implements all standard means to secure access to these data.

However, the company ProjeQtOr cannot be held responsible for disclosures related to improper use of the software by its customers or fraudulent theft of data.

RESPONSIBILITY LIMIT

As described by the AGPL V3 License, under which ProjeQtOr software is deployed, " this software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. "

Consult the Affero General Public License ("GNU Affero General Public License") for details.

The company ProjeQtOr or its representatives cannot be held responsible for:<

- Damage linked to a software malfunction,
- Loss of data,
- Any damage unrelated to a service provided by the company ProjeQtOr.

Under no circumstances penalties or other compensation for damages can exceed the price of the delivered service.

The company ProjeQtOr assumes no responsibility for the consequences, effects and impacts related to the modification of any part of code done by a third party, either:

- By the customer himself,
- By a third party, commissioned by the customer or not,
- By adding a plug-in not deployed by the company ProjeQtOr or obtained by other means than official ProjeQtOr sites (projeqtor.net and projeqtor.org)

TERMINATION, CANCELLATION

Unless otherwise specified in a contractual document (quotation, agreement, etc.) all the services ordered are firm and final. The services ordered will be invoiced.

Some planned services (training, assistance) may possibly be postponed depending on the constraints of the various participants, as long as this does not impact the travel costs previously incurred.

PRICES

SUBSCRIPTION — Minimum subscription: 3 months

Number of Users (2)	Prices (1)
1 to 20	75 € ex VAT per month
21 to 50	150 € ex VAT per month
51 to 100	250 € ex VAT per month
101 to 200	450 € ex VAT per month
more than 200	650 € ex VAT per month

SUPPORT — Minimum subscription: 3 months

Number		Prices (1)	
Users (2)	Contacts (3)	Priority Support	Private Support
1 to 20	2	150 € ex VAT per month	600 € ex VAT per month
21 to 50	5	300 € ex VAT per month	1200 € ex VAT per month
51 to 100	10	500 € ex VAT per month	2000 € ex VAT per month
101 to 200	20	900 € ex VAT per month	3600 € ex VAT per month
more than 200	30	1300 € ex VAT per month	5200 € ex VAT per month

HOSTING — Minimum subscription: 3 months

Users (2)	Prices (1)	Limits	
		Database size	Stored files
1 to 20	110 € ex VAT per month	No limit	20 Gb
21 to 50	220 € ex VAT per month		50 Gb
51 to 100	330 € ex VAT per month		100 Gb
101 to 200	550 € ex VAT per month		200 Gb
more than 200 (5)	880 € ex VAT per month		500 Gb

TRAINING

Execution mode		Number of attending persons	Price per day (1)	Price per ½ day (1)
Intra company	Remotely	Up to 10 persons	Not applicable	800 € ex VAT
		Over 10 persons	on request	
	On premises	Up to 10 persons	1600 € ex VAT + fees (4)	1100 € ex VAT + fees (4)
		Over 10 persons	on request	
Inter-company		Modules limited to 20 persons	500 € ex VAT per day and per participant	

ASSISTANCE

Execution mode	Price per day (1)	Price per ½ day (1)
Remotely	Not applicable	800 € ex VAT
On premises	1600 € ex VAT + fees (4)	1100 € ex VAT + fees (4)

AUDIT

Execution mode	Price per day (1)	Price per ½ day (1)
Remotely	1 600 € ex VAT	800 € ex VAT
On premises	1600 € ex VAT + fees (4)	1100 € ex VAT + fees (4)

ON REQUEST EVOLUTIONS

Cost Unit	Prices (1)	
	Community	Private
Price per work day *(man*day)*	350 € ex VAT per day	550 € ex VAT per day

USER QLUB

Level	Prices - ex VAT (1)		Roadmap Points	Number contacts (3)	Participation to meetings			½ days per year (6)	Discount	
	Monthly	Yearly			Webinar	Roadmap	Q/A		Support	Hosting
Contributor	100 €	1000 €	3 / month	1	Yes	Yes	No	-	-	-
	200 €	2000 €	6 / month	1	Yes	Yes	No	-	-	-
	300 €	3000 €	9 / month	1	Yes	Yes	No	-	-	-
	400 €	4000 €	12 / month	1	Yes	Yes	No	-	-	-
	500 €	5000 €	15 / month	1	Yes	Yes	No	-	-	-
	600 €	6000 €	18 / month	1	Yes	Yes	No	-	-	-
	700 €	7000 €	21 / month	1	Yes	Yes	No	-	-	-
	800 €	8000 €	24 / month	1	Yes	Yes	No	-	-	-
	900 €	9000 €	27 / month	1	Yes	Yes	No	-	-	-
	1000 €	10000 €	30 / month	1	Yes	Yes	No	-	-	-
Sponsor	1500 €	15000 €	50 / month	5	Yes	Yes	Yes	1	5 %	5 %
	2000 €	20000 €	70 / month	5	Yes	Yes	Yes	2	5 %	5 %
	2500 €	25000 €	90 / month	5	Yes	Yes	Yes	3	5 %	5 %
	3000 €	30000 €	110 / month	5	Yes	Yes	Yes	4	5 %	5 %
Prescriber	3500 €	35000 €	130 / month	5	Yes	Yes	Yes	5	5 %	5 %
	4000 €	40000 €	150 / month	5	Yes	Yes	Yes	6	5 %	5 %
	4500 €	45000 €	170 / month	5	Yes	Yes	Yes	7	5 %	5 %
	5000 €	50000 €	200 / month	5	Yes	Yes	Yes	8	5 %	5 %

(1) Value Added Taxes applied as required. Not applicable for customer out of France and European Union.
(2) Active users, able to connect to the application: a user is a record in table « resource » with isUser=1 and idle=0.
(3) Maximum number of accounts on track database and contacts able to directly contact the support.
(4) Travel and subsistence expenses from Toulouse for an intervention on site. Travel expenses also include the loss of productivity during the duration of the journeys involved.
(5) Hosting for more than 200 users will be carried out on a dedicated server.

PAYMENT CONDITIONS

- Payments in Euro.
- Services with subscription (Subscription, Support, Hosting, Qlub):
  - Payment is due before the execution of the service.
  - Prices are proposed for subscription minimum duration of 3 months.
  - For smaller durations, please request for a specific pricing.
- Timely delivered service (on request evolution, assistance, training):
  - Invoice is sent on delivery,
  - Payment required at 15 days end of month.
- Plug-in:
  - Payment is due on order,
  - Payment triggers the delivery of the plug-in.

HOW TO SUBSCRIBE

SUBSCRIPTION

- Provide the following information:
  - Name and address of the company, name and email of the contact inside the company,
  - Duration of subscription (minimum subscription: 3 months),
  - Number of users.
- A quotation will be sent, then a bill, and hosting will start as soon as order or payment is received.

HOSTING

- Provide the following information:
  - Name and address of the company, name and email of the contact inside the company,
  - Duration of hosting (minimum subscription: 3 months),
  - Number of users.
- A quotation will be sent, then a bill.
- The customer must initiate an order for the subscription service in the ProjeQtOr store
- Receipt of the customer order or payment will trigger validation of the order.
- The customer can then enter the order code as a service validation code in the application
- The service will begin upon validation of the code in the application.

SUPPORT

- Provide the following information:
  - Name and address of the company, name and email of the contact inside the company,
  - Type of support selected (Priority or Private)
  - Duration of support (minimum subscription: 3 months)
  - Number of users
  - Information about support contacts (name, email address)
- A quotation will be sent, then a bill, and support will start as soon as order or payment is received.

ASSISTANCE, AUDIT AND TRAINING

- Provide the following information:
  - Name and address of the company, name and email of the contact inside the company,
  - Type of service (training module, context for assistance or audit),
  - For training, number of persons attending the training session,
  - For assistance or audit: expected duration, or detailed needs to estimate duration,
  - Location (address) where session will be held,
  - Wished date for sessions.
- A detailed quotation will be provided.
  Sessions will be planned on receipt of the signed quotation or validated sales order.

USER QLUB

- Provide the following information:
  - Name and address of the company, name and email of the contact inside the company
  - Level of subscription
  - Duration of subscription.
- A quotation will be sent, then a bill, and participation to the Qlub will start as soon as order or payment is received.

ON REQUEST EVOLUTION

- Provide the following information:
  - Name and address of the company, name and email of the contact inside the company,
  - Detailed requirements of the desired evolution, or reference to a ticket for community evolution already planned in the roadmap
    (see track database at http://track.projeqtor.org*, log in as : guest/guest),*
  - Wished date for delivery.
- A detailed quotation will be provided.
  Work will begin on receipt of the signed quotation or validated sales order.