

## GEFRAN SPA SOFTWARE LICENSE AGREEMENT

### **IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE SUPPLIED SOFTWARE**

This License Agreement is a legal agreement between you (either an individual or a single entity) and GEFRAN SPA for GEFRAN SPA's software product(s) identified in the order confirmation/delivery note which may include associated software components, media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this agreement.

This license agreement represents the entire agreement concerning the program between you (the "user") and GEFRAN SPA, (the "licensor"), and it supersedes any prior proposal, representation, or understanding between the parties.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

**If you do not agree to the following conditions, please return the software immediately and unused. Any fees for rights of use which have already been paid will be refunded.**

### **1. GRANT OF LICENSE.**

The SOFTWARE PRODUCT is licensed as follows:

#### **(a) Installation and Use.**

GEFRAN SPA grants you a non-exclusive, unlimited and non-transferable license to use the GEFRAN Software in accordance with the instructions in the user manual.

#### **(b) Backup Copies.**

Whenever possible – depending on the specific software supplied - you may make copies of the SOFTWARE PRODUCT as may be necessary for backup and archival purposes.

Otherwise GEFRAN will provide you with a backup copy in case of need and upon request.

In so far as the rights of use are not limited to a single workstation in the order confirmation/the delivery note, the user may duplicate the SOFTWARE PRODUCT for purposes of his own operation (company license for use at multiple workstations).

### **2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

#### **(a) Maintenance of Copyright Notices.**

You must not remove or alter any copyright notices on any and all copies of the SOFTWARE PRODUCT.

#### **(b) Distribution.**

You may not distribute registered copies of the SOFTWARE PRODUCT to third parties, unless it is specifically agreed with the licensor.

#### **(c) Prohibition on Reverse Engineering, Decompilation, and Disassembly.**

You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

#### **(d) Rental.**

You may not rent, lease, or lend the SOFTWARE PRODUCT, unless it is specifically agreed with the licensor.

#### **(e) Support Services.**

GEFRAN SPA may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this Agreement.

#### **(f) Compliance with Applicable Laws.**

You must comply with all applicable laws regarding use of the SOFTWARE PRODUCT.

### **3. TERMINATION**

#### **Gefran spa**

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Without prejudice to any other rights, GEFRAN SPA may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. In such event, you must destroy all copies of the SOFTWARE PRODUCT in your possession.

#### 4. COPYRIGHT

All title, including but not limited to copyrights, in and to the SOFTWARE PRODUCT and any copies thereof are owned by GEFRAN SPA or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants you no rights to use such content. All rights not expressly granted are reserved by GEFRAN SPA.

#### 5. LIMITED WARRANTY

It is deemed to be agreed and the user recognizes and accepts that, according to the current state of knowledge and technology, it is not possible to create software in such a way that it works without errors or faults under all application conditions. Any further warranty is excluded. In particular, there is no warranty that the program package fulfils the specific requirements of the customer and works together with all the other programs selected by the customer, in so far as interfaces to these programs are not contractually agreed.

The user shall examine the software product supplied immediately, shall establish its usability for the intended purpose and shall issue complaints with regard to errors or faults occurring at the beginning or a.s.a.p. in detail.

Any defects with regard to the product software which is supplied (including defects with regard to the program description and any other documents provided along with the software), will be rectified by GEFRAN within an appropriate period of time.

GEFRAN has the right to decide between rework/repair free of charge or replacement at its own discretion. If the rework/repair or replacement is unsuccessful, the user can terminate this Agreement

The customer bears sole responsibility for the selection, the installation and the use of the software as well as for the results with are intended to ensue. GEFRAN SPA does not provide a warranty for errors or faults which result from

- (a) incorrect or insufficient maintenance or parametering,
- (b) operation outside the specification which applies for the product
- (c) incorrect preparation and/or maintenance of the installation location or
- (d) interaction with hardware or software not released by us.

#### 6. LIMITATION OF LIABILITY

In no event GEFRAN SPA will be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of the use of or inability to use the SOFTWARE PRODUCT, even if GEFRAN SPA had been advised of the possibility of such damages.

In no event GEFRAN SPA will be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. GEFRAN SPA shall have no liability with respect to the content of the SOFTWARE PRODUCT or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

In countries in which the aforementioned limitation of liability is not permitted, any and every type of warranty which is obligatory by law is subject to the period of limitation indicated in the product warranty documentation.

In any case GEFRAN SPA's maximum liability under this agreement shall be the product price.

#### 7. GOVERNING LAW

This Terms of Use Agreement is governed by the laws of Italy. This agreement will not be governed by the U.N. Convention on International Sale of Goods.

The court of Brescia is agreed as the legal venue for all disputes arising within the framework of this Agreement.

#### 8. SEVERABILITY CLAUSE

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Should one provision of this contract be or become invalid, or should the contract contain a gap, the validity of the remaining provisions shall remain unaffected. In place of the ineffective provisions, or in order to fill the gap, a provision shall apply which, in so far as legally viable, approaches the original intention of the contractual parties as closely as possible, or what can be assumed to have been their intention if they had considered the point in question.

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