

SOFTWARE LICENSE OF USE

Whereas:

The *software* covered by this agreement was developed by *software house* TROLL SpA, Via Pisa, 4 - 37053 Cerea (VR), P.IVA/C.F./ Companies Registry of Verona 02539580239 that granted to ICI CALDAIE S.p.a. the exclusive right to sublicense the *software* "EtermPcManager", that hereinafter shall be referred to as "*the software*" and its subsequent updates, *patch or release* for consideration to third parties.

- a ICI CALDAIE S.p.a. with headquarters in Zevio (VR) via G. Pascoli 38, fraz. Campagnola, through its legal representative *pro-tempore* (hereinafter referred to as *licensor*) by means of this contract intends to establish the terms and conditions of use of the *software* that shall be respected by the licensee (hereinafter referred to as *user*).

IT IS HEREBY STIPULATED AND AGREED

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1. Premises and attachments

The premises and the attachments are part of this license agreement.

The attachments are available on the web site and on the computer after the installation of the software.

2. Purpose

- a. under the conditions established by this agreement the licensor grants the user the right to use the *software*, the features of which are indicated in the user manual attached, in compliance with the uses and functions for which it was designed, that are also listed in the user manual;
- b. the *software* may be installed only on one *hardware platform*, of which the user has a legitimate use, identified when this license was accepted, that has the *minimum system requirements* needed for proper functioning of this *software* as specifically identified in the user manual;

- c. this non-exclusive license is not transferable to third parties and it is forbidden for the users, under penalty of immediate termination of the contract, to loan, rent, lease, or otherwise transfer, whether free of charge or for a fee, the *software* or its *backup* copy.

3. Software use, obligations and restrictions for the user

- a. The user agrees to use the *software* in compliance with the methods indicated in this agreement and in its attachments;
- b. The user is allowed to make a *backup* copy of the *software* only if such copy is required for the agreed use in accordance with the requirements of paragraph 2 of art. 64 *ter* l. no. 633/41.
- c. It is forbidden for the users to accomplish without the prior written consent of the licensor any of the activities referred to in points a) and b) and c) of Art. 64 *bis* l.n. 633/41 even when such activities are necessary for the use of the software for its intended purpose including the case of correction of errors in the same.
- d. If the user fails to request the authorization referred to in the previous paragraph of this Article, the contract will be terminated automatically.
- e. The user will not be able to perform any operation of *reverse engineering* on the *software* except those indicated by art. 64 *quater* of l. n. 633/41

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4. Payment

The fee for this license is agreed as indicated on the website at the time of purchase and registration of user profile.

5. Duties of the Licensor

- a. The licensor exclusively guarantees that the *software* complies with the technical and functional features described in the user manual and therefore it can be used for the purposes established by this license.
- b. For the purposes specified in the previous paragraph, during the lifetime of this license agreement, updates of *software* or *patch* may be released.
- c. However, the warranty referred to in point a) of this article depends on the original proper functioning of the *hardware* platform and of its operating system as well as on the circumstance under which the user performs the updates and installs the patches provided by the licensor upon communication via *mail* provided when the license was acquired.
- d. In order for the support system described above to be effective, at the time of purchase the user must compile the "user profile" with his/her data; if the user changes his/her email address stated at the time of acceptance of this license agreement after the compilation of the "user profile", he/she must notify the licensor at the following e-mail address _____ .
- e. Regarding the express prohibition of acts of *reverse engineering* referred to at letter e) of art. 4 of this license agreement, the licensor may provide, upon written request, the information necessary for achieving interoperability with other *software* of the user created independently in compliance with the requirements of art. 64 *quarter* l. n. 633/41.

6. Warranty and responsibility of the licensor

- a. The licensor ensures that the *software* will operate in accordance with the technical and functional features described in the annexes of this license agreement and therefore shall be responsible only for the faults of the *software* that make it unsuitable for the established uses unless this fault is caused by a malfunction of the user *hardware* platform or by improper compliance to the minimum system requirements indicated in the user manual.
- b. However this warranty shall be void if the fault of the *software* is caused by an accident, improper and non compliant use or misapplication.
- c. The licensor disclaims any other warranty, expressed or implied, and he will not be held responsible for direct or indirect damages derived from the use or non use of the *software* suffered by the user or third

parties, without prejudice to the law relating to the liability of the manufacturer.

- d. In any case, the responsibility of the licensor under this license will be limited to an amount corresponding to the amount paid for the purchase of the license.
- e. Any other modification to the *software* made by the user shall make the warranty void.

7. Assignment of the contract

The licensor may at any time assign this contract to third parties, assignment for which the user pays henceforth express consent.

8. Termination Clause

- a. Prejudice to the rights of the licensor and its right to compensate for further damages, the same if the user does not comply with the obligations indicated in Art. 2 and 3 of this license may rescind the contract pursuant to Art. 1456 cc;
- b. In particular, the licensor is entitled to assert the termination clause if the user:
 - α grants the use of the software to third parties for any reason;
 - α makes copies of the *software* unless otherwise provided by Art. 64 ter l. n. 633/41;
 - α performs without previous written authorisation from the licensor any of the activities indicated in Art. 64 bis l. n. 633/41;
 - α performs *reverse engineering* operations, unless otherwise provided by Art. 64 quater l. n. 633/41;

9. Software Deletion

If this contract is to be dissolved for any reason, the user agrees to delete the copy of the software and any backup of it.

10. Property

- a. The *software* licensed for use and the technical and functional documentation attached, are property of the licensor and of his suppliers;
- b. The title and intellectual property rights related to the contents that may be accessed through use of the *software* are the property of their respective owners and may be protected by copyright or other laws relating to industrial property;
- c. with this license is not granted any right regarding the mark on the *software*;
- d. the licensor reserves all rights on the *software* not expressly covered by this contract.

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11. Processing of the Personal Data

- a. By accepting this license agreement both parties shall pay mutual consent to the processing of personal data concerning, in the manner prescribed by law decree. 196/03, for purposes related to this Agreement and for the fulfilment of the legal and contractual obligations arising from the same.
- b. The parties have the rights mentioned in Art. 7 of Legislative Decree 196/03 including the right to know their data, request their integration, edit, delete, for violation of the law and / or object to their treatment.

12. Place of Jurisdiction

The Parties agree that for any dispute that may arise in relation with this license shall be referred exclusively to the Court of Verona.

13. Applicable law and final clauses

- a. This license shall be governed by the laws of the Italian State, also those regarding the copyright;
- b. For any matters not covered by this license, the parties shall refer to the provisions of the law with particular reference to the rules of the Civil Code as well as of the Leg. Decree 633/41 and subsequent modifications.

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However, as and where necessary in accordance with and for the purposes of Art. 1341 and 1342 of the Civil Code the parties declare that they specifically approve this license agreement after having carefully read the following articles of the agreement:

- 2) Purpose;
- 3) Software use, obligations and restrictions for the user
- 5) lett.c) Duties of the licensor
- 6) Warranty and responsibility of the licensor
- 7) Assignment of the contract
- 8) Termination Clause
- 9) Software Deletion
- 10) Property
- 12) Place of Jurisdiction

