



USER LICENSE AGREEMENT

IMPORTANT

Read carefully before using the software

This is a legal contract between you, OEM, SYSTEM INTEGRATOR or FINAL USER (hereinafter also referred to as "user") and the company ASEM S.r.l. (from now on "ASEM").

Before continuing to use the software components of the platform called "UBIQUITY" (from now on also referred to only as "software"), it is necessary to read, understand and accept the conditions of the user license stated below.

If you do not accept the terms and conditions of this contract, after having applied for an RMA (Return Material Authorization), you will be able to return the software/system you purchased, in its original package.

1. LICENSING CONDITIONS

Upon payment of the agreed amounts for the purchase of the software platform "UBIQUITY" and/or of the systems including components of this software platform, ASEM grants to the purchaser a non-exclusive user license for the use of one copy of the software, under the terms and conditions of this contract. In case the user is afterward provided with software upgrades, the same could be used only and exclusively in connection with the user license first purchased. The user is not allowed to modify the software, in particular, the one necessary to enable the contents of the different versions of the user license software. The non-payment of the agreed amounts for the purchase of the software and/or the system including the software will cause the immediate revocation of the user license.

2. CHOOSING THE SOFTWARE

The choice of purchasing the software components of the "UBIQUITY" platform and/or the systems in which the software components are installed, has been made by you after evaluating your specific needs and therefore you are the only person responsible for this choice. The software you purchased, covered by this user license, is meant to carry out only operations/functions indicated in the user manual, according to its features and technical specifications available on the website ubiquity.asem.it.

3. INSTALLATION AND USE

The components of the "UBIQUITY" software platform are the Windows-based application "CONTROL CENTER" and its web version available at ubiquity.asem.it/controlcenter; the "UBIQUITY VPN" Android App for mobile devices; the different versions of "RUNTIME" pre-installed or to be installed on remote systems for WindowsCE, Windows 32/64 bit and Linux operating systems; the "UBIQUITY AR" application for Android and iOS mobile systems; the "Web API" programming interfaces exposed by the server infrastructure; the "PRIMARY PRIVATE SERVER" and "SECONDARY PRIVATE SERVER" which allow the customer to implement a private server infrastructure independent from the public one maintained by ASEM.

The Windows-based application "CONTROL CENTER" is licensed for use free of charge and available on the website ubiquity.asem.it and it can be installed on Windows 32/64 systems upon meeting the requirements. The web version is accessible at the address ubiquity.asem.it/controlcenter and supports a subset of the functions of the Windows-based application.

The "UBIQUITY VPN" and "UBIQUITY AR" mobile applications are licensed for use free of charge.

The "UBIQUITY VPN" mobile device application is available through the Google Play Store, while the "UBIQUITY AR" application is available through the Google Play Store and Apple App Store.

The "UBIQUITY ROUTER" is a hardware device for using the connectivity services of the UBIQUITY platform that integrates the RUNTIME software component.

4. RUNTIME LICENSES

Depending on their license model, the "RUNTIME" components can be used in two different ways:

a) Purchased user license

The user license of "UBIQUITY" "RUNTIME" is available in different types according to the supported functions and must be purchased for any systems on which Runtime will be installed, or upon request, will be preinstalled by ASEM. The license entitles the holder to ONE SINGLE installation and can be resold.

b) User license for evaluation (DEMO)

The use of a free-of-charge copy of "RUNTIME" components of the "UBIQUITY" software platform, without a purchased user license, is limited to the first thirty (30) days. The user gains the right to use the software with the sole purpose of evaluation and testing, according to technical limitations. The user has no warranty and no right to use the software itself.

5. CONNECTIVITY SERVICES LICENSE (DOMAIN)

Communication between:

- the supporting devices on which "CONTROL CENTER" is installed, or on which its Web version is used;
- the field systems on which the user has installed the "RUNTIME", or on which the "RUNTIME" is integrated;

is provided by a network infrastructure of Public Servers managed by ASEM.

Use of the infrastructure services requires the creation of a Domain and an annual subscription to connectivity services, the value of which depends on the maximum number of simultaneous connections desired between supporting devices and field systems.

The creation of the Domain is the responsibility of the user via the Windows-based application "CONTROL CENTER" or via its Web version. The Domain allows the association of an unlimited number of systems in the field and the creation of an unlimited number of users using supporting devices.

The purchase of the annual subscription to the connectivity services involves the sending, by ASEM, of an activation key to be associated with the Domain and guarantees, in addition to access and use of the infrastructure services, the technical support and the updates of the "UBIQUITY" software components.

When creating the Domain, the user can use the connectivity services free of charge without having purchased the annual subscription for a maximum period of thirty (30) days at the end of which, if the activation key has not been entered, the Domain is deactivated.

6. PRIVATE SERVER LICENSE

Communication between the "CONTROL CENTER" and the installed "RUNTIME" is provided by a Private Server infrastructure maintained by the customer.

The implementation of the private infrastructure by the customer requires the installation of at least one "PRIMARY PRIVATE SERVER". The installation of one or more "SECONDARY PRIVATE SERVER" with exclusive relay functions is optional.

The "PRIMARY PRIVATE SERVER" and "SECONDARY PRIVATE SERVER" applications must be purchased as a license for use, and the two different licenses allow you to activate ONE single server indefinitely.

To receive updates on new features and improvements introduced and to receive support for their installation, an annual technical support fee must necessarily be purchased.

The user who purchased the license to use the "PRIMARY PRIVATE SERVER" is solely responsible for the proper installation, use, maintenance, performance, bandwidth and response time of the infrastructure.

With the exceptions specified in the manuals the "PRIMARY PRIVATE SERVER" supports, for perpetual use, connectivity services for an unlimited number of connections to devices associated with the infrastructure. The primary private server may have unlimited systems and users associated with it.

Reselling the use of connectivity services in any manner to third parties to make a profit is strictly prohibited.

By purchasing the license to use the private server, the user agrees that ASEM may at any time and without justification request the complete list of licenses of "RUNTIME" and associated systems. The request may also be made by electronic mail. The list of licenses may be provided in electronic format by sending a message to the e-mail address supportsw@asem.it or in hard copy directly to the address of ASEM's headquarters. The list should include the date and time of the survey and all "RUNTIME" license numbers associated with the domain.

7. COPYRIGHT, COPIES AND TRANSFER

The software, all related components and documentation are in the ownership and property of ASEM.

The structure, organization, and code of the software constitute important trade secrets and confidential information owned by ASEM. The software is protected by law, including, but not limited to, the copyright laws of the Republic of Italy and other countries and the provisions of international treaties, international trademark protection regulations, and international Copyright laws and treaties.

Except as expressly provided in this agreement, the license of use does not grant you any intellectual property rights in the software. All rights not expressly granted are reserved by ASEM.

The copy of the software is granted to the user only as a license to use it. Therefore, the user does not purchase the software or the source codes for it, but only the right to use it.

The user is authorized to make a copy of the Software solely to:

- a) create a backup copy for storage;
- b) transfer the program to a mass storage device to create a backup copy.

The user may not use copies of the software for purposes other than those expressly permitted by the relevant laws. The user is expressly prohibited from:

- a) grant third parties the use of the software through the form of rental and/or free use;
- b) duplicate the software and documentation, beyond what is intended and authorized;
- c) disassemble the software;
- d) change, modify or adapt the software and documentation or any part thereof.

You may permanently assign the software to a third party, thereby assigning this license agreement, which the successor third party agrees to accept in full, without reservation and/or exception.

With the permanent assignment, the user loses all user license rights and is therefore not allowed to keep any copies of the software and documentation.

8. LIMITED WARRANTY

The user expressly declares to have already examined the software and found it suitable for the purpose he intends to use it. It is the exclusive responsibility of the user to determine whether the purchased "UBIQUITY" software is suitable for the purpose they intend to use it, by taking into consideration all risks that may occur in connection to the various applications for which the software can be used.

Any software improvements or modifications required or reported by the user will be examined by ASEM. Upon its unquestionable evaluation, ASEM may consider carrying them out, with times and costs to be established in writing and separately from this user license contract.

The use and management of the software are full exclusive responsibility and burden of the user.

In no event shall ASEM be liable for any damages for any reason whatsoever related to and/or resulting from any defects in the quality, use and usability of the software or from the user's improper use of the software, nor shall ASEM be liable for any direct and/or indirect damages, loss of data or lost profits suffered by the user as a result of the user's possession or use of the software.

The user expressly agrees to relieve ASEM from any liability for damage to persons or property resulting from the use of the software, even if caused by malfunctions of the same.

ASEM warrants, the conformity of the software to the technical specifications outlined in the documentation and that it is capable of performing only the operations/functions described therein. Any functions of the software not expressly stated in the documentation, are not guaranteed by ASEM.

ASEM makes no warranty of any kind beyond that expressly provided in this article.

The limited warranty does not apply to damage or defects due to accident, neglect, abuse or misuse of the software by the user.

9. NO OTHER WARRANTIES

The limited warranty indicated at the previous point is the sole and exclusive warranty. ASEM and its distributors, OEMs and System Integrators supply no other warranties or conditions, neither explicit, implicit or other, and disclaim any other further warranty condition.

10. LIMITED LIABILITY

Except for what is differently disposed of by mandatory norms of law, in any case, and for no reason, shall ASEM or its distributors, OEMs and System Integrators be liable to the end user for any damage, expense or cost deriving from a reparation or replacement of the product; nor shall they be liable for any damage directly or indirectly caused by the use or the impossibility of the use of the software, even in the case if ASEM had been warned of the possibility of such damages to occur.

However, in no case shall ASEM or its distributors, OEM and System Integrators be liable for damages to third parties exceeding the price of the purchased user license of the software.



11. RESCISSION OF THE CONTRACT AND REVOCATION OF THE LICENSE

ASEM shall have the right to revoke the license to use the software and terminate this contract with immediate effect by e-mail in the following cases:

- a) violation of the commitments described in articles 1), 3) 5), 10), 11) of these contractual conditions;
- b) non-fulfillment.

The rescission of this contract due to an event and/or negligence attributable to the user, gives rise to compensation for the damage brought to ASEM, also concerning the maximum non-fulfillment cases indicated at the following point.

In the case of rescission, revocation or expiry of the user license, the user agrees to destroy the software immediately the created copies and the documentation, promptly notifying to ASEM, if not requested by ASEM.

12. PROTECTION OF THE INFORMATION MATERIAL INDUSTRIAL AND INTELLECTUAL PROPERTY

All the information materials in possession of the user in accordance with the above contractual conditions has to be considered under the protection of the laws on copyright of the Republic of Italy and of other countries and the prescriptions of international treaties, of the norms on the protection of international trademarks and of the laws and international treaties on Copyrights.

All registered trademarks, unregistered trademarks and any other identification marks appearing on the software and on the documentation connected or provided, printed or not printed, remain the ownership of ASEM. No right on them is gained by the user through this contract.

13. PERSONAL DATA PROTECTION AND PRIVACY

In the fulfillment of its commitments under this contract, ASEM in compliance with the provisions of EU Regulation 2016/679 (GDPR) and D.Lgs. 101 of Sept. 4, 2018, the D. Lgs. June 30, 2003 No. 196 on Personal Data Protection, is committed to keeping confidential the information,

including any personal data that may be protected under the aforementioned law, relating to the activities of the user of which it may become aware in the performance of the services required and regulated by this contract and also guarantees that such information is protected under the law.

In the fulfillment of the commitments accepted with this ASEM also guarantees that all this information is protected according to law. Furthermore, ASEM is committed to ensuring that all this information, especially that regarding personal data subject to protection, is kept confidential by its personnel and by the personnel appointed upon its suggestion.

14. MISCELLANEOUS

This is the only agreement between ASEM and the user and substitutes for any other agreement, whether written or oral, relating to the software or systems purchased by the user.

Both parties disclaim the application of the United Nations Convention on the International Sale of Goods.

This license agreement is governed by the laws in force in the State of Italy, without reference or conflict with different legislations.

Any dispute arising out of this agreement shall be resolved exclusively in Italy and be the exclusive competence of the Court of UDINE.

If any clause of this agreement or a part of it is declared invalid, the invalid part will not determine the nullity of this contract, which will remain valid for what regards all the other conditions.

The use of the software, namely its installation on a user's system, determines the conclusion of the user license agreement and the consequent complete acceptance of these contractual conditions, without any reservations and/or exceptions.

The user declares not to be a consumer and declares to have chosen this software to use it according to the conditions stated in this license, for professional and/or productivity purposes and not for personal use.