



CMZ Sistemi Elettronici Srl
Società Unipersonale
soggetta ad attività di direzione
e coordinamento di SOGA SpA controllante

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LICENSE GENERAL CONDITIONS FOR CMZ SOFTWARE

These general conditions rule the terms and conditions of the license to use the Software granted to the Client by the Licensor, as defined below, as well as the provision of update, assistance and maintenance services to the Client.

1. DEFINITIONS

- CMZ or Licensor:** it is meant CMZ SISTEMI ELETTRONICI S.r.l., P.I. – C.F. 04016440267, with legal office in Carbonera (Treviso) via dell'Artigianato n. 21;
- Client:** the professional or legal person to whom CMZ licenses the Software and who enters into a Contract with CMZ, as defined below, accepting these General Conditions, as defined below;
- General Conditions or GCC:** the general conditions of this software license agreement;
- Source code:** it is the text of a written program in a programming language;
- Tolerance fault:** it is the ability of a hardware/software system not to suffer failures even in case of faults;
- Applicable laws:** all the domestic and/or European legislation, including regional, provincial and municipal, ordinances, decisions, decrees, injunctions, mandates, instructions, regulations and rules of any public authority having jurisdiction over the execution of obligations of the Parties indicated in these General Conditions;
- License:** rights of use of the Software, according to these General Conditions terms;
- Offer:** it is electronic or the hard copy document issued by CMZ for the development and license of the Custom Software, based on the Technical Specifications which are provided by the Client and are as follows specified; the Offer also indicates: (i) contractual fees; (ii) the Software delivery time; (iii) the applied license type; (iv) the payment terms;
- Order:** it refers to the order, quotation and offer proposed by CMZ to the Client who signed it for the Software license;
- Minimum system requirements:** they are the basic conditions that the Client must guarantee the working of the Software according to the own given specifications;
- Services:** any assistance and maintenance services provided by CMZ and properly ruled by the current GCC;
- Software:** the set of Software developed and owned by CMZ, such as: (-) "AS IS" Software for carrying out compatibility and functioning tests as examples, Software limited to testing certain functions; (-) STANDARD software intended as function libraries, system firmware; (-) CUSTOM Software intended as Software created specifically for a buyer;
- Technical Specifications:** it is the document arranged or anyhow accepted by the Client; it defines the features of the Software;

2. SUBJECT

- 2.1 The subject of the current GCC is the License of the CMZ Software applications to the Client and any Services of the type and with the methods reported in these GCC, as well as in the order forms signed or completed and accepted by the Client, which contain particular contract conditions.
- 2.2 It is specified that the installation process, definitive configuration and the correct functioning check of the Software is in any case excluded from the subject of the Contract and it is at the exclusive charge, risk, expense and responsibility of the Client and/or any subsequent sub-licensees and/or licensees, where permitted.
- 2.3 No Order may be considered binding for the Licensor until it is accepted by written confirmation by the latter.

3. SCOPE OF THE APPLICATION AND DECLARATION OF THE CLIENT

3.1 The current GCC rule the use of the Software and all the relevant updates, unless of separated contractual conditions.

By accepting these General Conditions the Client declares to:

- (i) have all the necessary rights and powers to sign the Contract and give full and effective execution to it;
- (ii) wish to use the Software and any updates as part of his entrepreneurial, artisanal, commercial or professional activity;

3.2. The Contract is concluded when:

- a) for the purposes of licensing Standard Software to the Client, when: (i) the Software is downloaded from the website or in any case once it is installed after the acceptance by the Client of these General Conditions through the "clickwrap" mode, or rather, (ii) the receiving of the Software on physical support by the Client who has requested it by e-mail or post together with a signed copy, even digitally, of these General Conditions;
- b) for the purposes of the development and licensing of Custom Software, once CMZ receives the Order, compliant with the Offer, sent together with a signed copy, also digitally, of these General Conditions.

4. RIGHTS OF USE

- 4.1. The Client, with the conclusion of the Contract, acquires a non-exclusive right to install and use the Software specified in the Order.
- 4.2. The license to use the Software does not include the right for the Client to obtain the source format or to obtain the logical or project documentation, unless otherwise expressly negotiated in a written agreement, with an agreement on adequate compensation for the transfer.
- 4.3. The right of use of the Software is granted by CMZ provided that the Client complies with all the terms and conditions set out in these General Contract Conditions.
- 4.4 The Client commits not to decompile or disassemble or make actions of reverse engineering of the Software for any reason, including for interoperability needs or requirements.
- 4.5 The Client acknowledges that it will have to equip itself with the equipment, Software, telephone and/or network services and anything else necessary in order to use the Software and benefit from the Services. The Client will be required to verify the suitability of its hardware, software and network systems for the purposes of using the Software and hereby renounces any claim against the Licensor connected to the failure or incorrect functioning of the Software resulting from unsuitability of its own hardware, software and/or network systems.
- 4.6 The Client acknowledges and accepts that the Software is characterized by a high technical complexity and that, consequently, the installation and configuration require qualified technical support. In case the Client installs and configures the Software using technicians other than those of the Licensor, the Client acknowledges and accepts that the Licensor cannot under any circumstances be held responsible for any malfunction, blockage, error and/or security problem information technology of the Software that may derive from an installation activity of the same carried out not in compliance with the



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relevant instructions. Therefore, the Client hereby renounces any claim against the Licensor with reference to the foregoing, undertaking to keep the latter harmless and indemnified from any related damage, expense, liability, cost and/or negative consequence that may arise therefrom.

4.7 The rights to use the Software, in any case, may change according to the type of Software and precisely:

- "AS IS" Software: it is granted for use solely for the purpose of testing the product and verifying its suitability with respect to the Client's needs for which CMZ declines all responsibility for any use; the "AS IS" Software has no guarantee, it may not be documented and may be delivered with readable code;

- **STANDARD Software**: it is provided without any specific adaptation, with authorization to install the Software without modifications, with use within the limits of the relevant license; the Standard Software also includes system firmware and does not provide any form of guarantee.

- **CUSTOM Software**: it is developed ex novo or on CMZ's basic standard software base, according to the specific indications provided by the Client. The installation and use will be allowed within the limits established by the signed contract. Any further modifications or customizations of the Software has to be requested and carried out exclusively by CMZ, subject to financial agreement for the further activity.

4.8 The Client will not acquire any further rights other than those provided for in these General Conditions and undertakes to directly inform any sub-licensees and/or transferees of the Software license, if permitted, about these General Conditions, their availability, the limitations herewith specified and the obligation to fully comply with them, as well as to obtain acceptance of these General Conditions from any sub-licensees and/or transferees of the Software license.

4.9 The CMZ Software is not fault-tolerant and is not designed, manufactured or intended for use or resale in hazardous environments requiring fail-safe performance where failure of the Software could result in death, personal injury, or serious physical or environmental damage. Unless CMZ provides its prior written consent and is consulted regarding the specific implementation, system configuration and support plan of the Software, the license to use excludes any such activity. Therefore, the Client must not use the Software supplied in devices that allow activities that are dangerous for the safety of people. In the event that the Client nevertheless carries out the installation on such devices, he will indemnify CMZ for all losses, claims, damages, costs, legal fees and other costs that may arise due to such unauthorized behavior.

5. RIGHTS OF INDUSTRIAL PROPERTY

5.1. The ownership of all industrial and/or intellectual property rights, including the related economic exploitation rights, on the Software (including, but not limited to, item codes, source codes and interfaces), as well as on the related documentation, on updates and derivative works, are and remain exclusively the responsibility of the Licensor. The Client may not modify or otherwise create derivative works from the Software. Any unauthorized derivative works developed and/or commissioned by Client and any related Intellectual Property Rights will be the sole and exclusive property of CMZ and/or its licensors.

5.2. The Licensor also retains all rights to the trademarks, logos, names and other distinctive signs associated with the Software, with the consequence that the Client will not be able to use them in any way without the prior written authorization of the Licensor.

6. VALIDATION

6.1. The Client acknowledges that the Licensor may check, during the duration of the license and without notice, the valid activation of the License.

6.2. If the Software has not been validly activated, it is not original, it is counterfeit or the Client does not have a regular license, the Licensor may, without notice, inhibit the use of the Software and interrupt the provision of the Services.

7. UPDATES AND DEVELOPMENTS

7.1. The updates, developments and the relevant use licenses will be provided by the Licensor to the Client as part of the provision of the Services and only with reference to the Software licensed pursuant to the Contract.

7.2. All the contractual provisions relating to the Software will be applied to Updates and Developments as they are compatible.

7.3. The Client acknowledges and accepts that, where deemed appropriate at the sole discretion of the Licensor, Updates and Developments may lead to the modification or elimination of some features of the Software or consist of replacements or migrations (even partial) of the Software.

7.4. Software updates may cause errors not present in previous versions. CMZ will try to eliminate any errors by issuing subsequent releases, but the Client hereby renounces making any claim for compensation for damages against CMZ in any way connected to the same errors.

8. USE OF THE SOFTWARE

8.1. The Client acknowledges and recognizes that all industrial and/or intellectual property rights on the Software and related documentation, including economic exploitation rights, remain the exclusive property of the Licensor and, with the Contract, are in no way transferred to the Client. The Software is licensed within the limits and under the conditions set out in the Agreement. Therefore, the Client may only use the Software in the permitted ways and must comply with any technical limitations in the Software that allow him to use it only in certain ways.

Including but limited to, the Client will not be able to:

- (i) bypass the technical restrictions and technological parameters of the Software;
- (ii) copy, modify, adapt, customize the Software and/or Updates and Developments or create any derivative works;
- (iii) make copies of the Software;
- (iv) sell, for whatever reason, the Software and/or Updates and Developments;
- (v) use the Software contrary to the law.

9. FEES, FEE UPDATES AND PAYMENTS

9.1. When applicable, any fees for the licensing of the Software has to be settled by subsequent offers and/or sales contracts.

10. PROHIBITION OF ASSIGNMENT AND COPYING

10.1 If CMZ Software is installed on machines sold by the Client and therefore sold to third parties, it is the purchaser's obligation to inform his final recipient purchaser of the conditions of use of the CMZ Software referred to in these General Conditions and to ask for the relevant acceptance. The system integrator or mere reseller is not authorized to modify or amend these GCC or to offer any guarantee or representation relating to the Software. CMZ's only obligations with respect to the Software are those set forth in these Terms and Conditions. The end user of the Software will contact the system integrator or the original equipment manufacturer exclusively for any product defects or incompatibilities with the Software.



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11. UNAVOIDABLE RISKS OF MALFUNCTION AND/OR INCOMPATIBILITY OPERATIONAL GUARANTEE – LIMITATIONS

11.1. CMZ Software is intended for the installation of machines equipped with their own hardware and software systems, subject to continuous updates and implementations. Consequently, communication errors could occur between the CMZ Software and the other machine software, due for example to the continuous upgrades of the various underlying system software. It is therefore the express responsibility of the Customer to carry out all preventive backups and take all necessary precautions in the event of Software updates, accepting the risk of the possible occurrence of such malfunctions and/or incompatibilities.

11.2. CMZ only guarantees the conformity of the Software supplied with the characteristics described in the technical documentation provided by CMZ.

11.3 The Client acknowledges that the Software may contain errors and/or present malfunctions; CMZ, following timely reporting by the Client, undertakes from now on to correct any errors and/or malfunctions and the Client hereby renounces making any request for compensation against CMZ, in any way connected to the same.

12. CAUTIONS, DILIGENCE AND RESPONSIBILITY OF THE BUYER IN INSTALLATION AND USE

12.1 The Client's attention is drawn to the fact that the CMZ Software are developed for use on complex machines, designed and built by the Client and/or third parties, equipped with other Software not supplied by CMZ such as Software system; antivirus protection and/or operation that could potentially interfere with the CMZ Software (due to system bugs or other incompatibilities).

12.2. It is also known in the IT sector as an a priori unavoidable circumstance which is expressly highlighted by CMZ as well as expressly recognized by the Client:

a) that it is not possible to create Software that guarantees to always work without any errors or program gaps, in any condition and without time limits, nor that guarantees to predict and prevent any potential problems in use.

b) that conflicts between different Software architectures may also come into existence at a later time, as a result of updates and/or upgrades of non-CMZ Software.

c) that consequently there may be malfunctions or blockages of the machines on which the CMZ Software will be installed both after the first installation and after Software updates and/or hardware changes.

The Client, by installing and using the CMZ Software, accepts this risk, exempting CMZ from any consequent liability. Similar acceptance of the risk and exemption from responsibility of CMZ will be had by third parties to whom the purchaser's machinery should be transferred, remaining at the expense of the purchaser.

12.3. Given what is stated in points 12.1 and 12.2, it will consequently be the exclusive responsibility of the Client to carry out, through its own and/or adequately qualified and trained personnel and/or through IT specialists, any appropriate preventive checks on the compatibility of the characteristics of the hardware with respect to the CMZ Software that must be installed therein; on the prior carrying out of any form of security backup of the Software in use, before installing the CMZ Software; on carrying out operational tests on isolated machines, before installing the Software on a definitive and general basis.

12.4. In the event that CMZ makes updates to the Software granted for use available for download, it is the buyer's responsibility to verify in advance - through specialized internal IT personnel or in any case by the appointed buyer - with due diligence and specific technical prudence the opportunity to download and install the upgrade developed and made available by CMZ, taking every precaution (verification of the characteristics of the upgrade; compatibility with other software installed on the machines and related upgrades; carrying out security backups; preventive functioning tests on a single machine before general installation).

Similar precautions must be taken by the purchaser in the event of downloading Software upgrades that potentially interfere with the functioning of the CMZ Software.

12.5. It is also the Client's sole responsibility to guarantee and maintain the safety conditions of the workplace; the appropriate training of the operators who will have to use the machinery on which the Software created by CMZ will operate; periodically check the good operational functioning of the machinery, in particular after each update of CMZ or third party software; implement any other precautions necessary and/or useful to prevent risks of damage to people and/or things as a consequence of the use of the machinery, also in the event of sudden malfunctions attributable to software problems.

13. LIMITATIONS OF WARRANTY

13.1. CMZ only guarantees that the Software supplied substantially corresponds to the characteristics described in the attached technical documentation. Consequently, the exclusions of guarantee and liability of any kind for damage to people and/or things indicated below will apply.

13.2 In case of "AS IS" or STANDARD Software CMZ does not guarantee that the Software meets the requirements necessary for use for the purposes requested by the Client and that it is compatible with the hardware or other Software used by the Client, being the exclusive and specific obligation of the Client make sure in advance of compatibility and implement the precautions referred to in the previous article 12), and this is before the initial installation; or later.

Furthermore, in case of CMZ CUSTOM Software, it will not be liable for design errors and/or system discrepancies resulting from the user sending technical information necessary for the technical development of the customization, which is incorrect and/or incomplete.

13.3. CMZ provides no warranty for errors or defects caused by or resulting from the following circumstances:

(a) Incorrect or insufficient maintenance or parameterization

(b) Activities beyond the Software specifications

(c) Incorrect preparation and/or maintenance of the installation site

(d) Non-compliance with the minimum requirements and/or project specifications of hardware and Software not released by CMZ

(e) Malfunctions caused by third parties Software updates.

13.4. In case of CUSTOM Software, upon the occurrence of program malfunctions dependent on errors or bugs in the CMZ Software, which may appear within 12 months of the supply of the Software itself, the Client must immediately implement all IT precautions according to diligence and prudence aimed at containing the consequences of any malfunction, notifying CMZ promptly.

CMZ will carry out a check and restore the functionality in an appropriate time.

13.5. In case of CUSTOM Software, CMZ's actions for the removal of any errors and/or bugs and/or malfunctions connected to the CMZ Software occurring within 12 months from the first activation will be considered as carried out under warranty without any charge to the buyer. However, the guarantee is meant to be ex CMZ warehouse and travel costs for any on-site actions will at Client's charge. Any actions depending on problems caused by third-party software updates or occurring after the year and/or equipment costs to simulate the reported anomaly in CMZ, will be carried out by CMZ for a fee, according to the current Service rates which must be signed before the intervention itself.



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14. TERM, WITHDRAWAL AND TERMINATION

14.1. The Software License is granted for an indefinite period.

14.2. The Licensor only may withdraw earlier from the Contract in the following cases:

(i) at any time, with 6 months' written notice to the Client;

(ii) by simple written communication with immediate effect, if the Client becomes insolvent, is placed in liquidation, or is subject to any insolvency procedure;

(iii) by simple written communication with immediate effect in the event of non-fulfilment of one of the obligations assumed by the Client in any of the possible further contracts concluded between the same Client and the Licensor, obligations whose non-fulfilment constitutes cause for termination of such possible further contracts. However, the right of the Licensor to obtain compensation for all damages suffered is reserved.

15. COMPENSABLE DAMAGE

15.1. The Licensor, without prejudice to the mandatory limits of the law, cannot under any circumstances be held responsible for any damage (direct or indirect), cost, loss and/or expense that the Client and/or third parties may suffer as a result of cyber attacks, hacking activities and, in general, abusive and unauthorized access by third parties to the IT systems of the Client and/or the Licensor, from which the following consequences may arise, without claiming to be exhaustive:

(i) total or partial lack of use of the Software,

(ii) loss of data owned or otherwise available to the Client, and

(iii) damage to the hardware and/or software systems owned or otherwise used by the Client.

16. PERSONAL DATA PROCESSING

16.1. The personal data processing communicated by the Client for the purposes of executing these General Conditions will take place in accordance with the Legislative Decree. 196/2003 (for ITALY only), to European Regulation 679/2016, and their subsequent amendments and additions, to the information released by CMZ during the contract arrangements phase and pursuant to the consent to data processing expressed therein by the Client.

16.2. CMZ, only for the data collection phases, processing and management of the Client's data, necessary for the provision of contractual services, acts as an independent Data Controller in compliance with the definitions of the roles described in the Legislative Decree. 196/2003 (for ITALY only) and in EU Regulation 2016/679. The privacy policy is also available on the company website www.cmz.it.

16.3. The Client, with reference to the data of third parties entered and/or processed in the Order, declares to have previously provided them with adequate information pursuant to art. 13 of European Regulation no. 679/2016 and to have acquired their consent to the processing. However, it is understood that the Client acts as an independent data controller with respect to such data, assuming all obligations and responsibilities connected to it, indemnifying CMZ from any dispute, claim or otherwise that may come from third parties in reference to such hypotheses of treatment.

17. UNILATERAL AMENDMENTS TO THE CONTRACT

17.1. Given the high technical and regulatory complexity of the products and services offered by the Licensor, also considering the continuous technological, regulatory and market needs developments, and finally considering that, as a consequence of the above, the need may arise for CMZ to adapt its organization and/or technical and functional structure of the products and services offered to its customers (also in the interests of the latter), the Client accepts that the Contract may be modified by CMZ at any time, by giving simple written communication (even via e-mail) -mail) to the Client. The changes may consist of: (i) changes connected to the adjustments made to the technical and/or functional structure of the products and services offered; (ii) changes related to the adjustments made to CMZ's organizational structure.

17.2. In this case, the Client will have the right to withdraw from the Contract with written communication sent to CMZ by registered mail with return receipt within 15 days of receipt of the written communication from CMZ referred to in the previous paragraph.

17.3. Should this right not be exercised by the Client, within the above mentioned terms and conditions, the modifications of the Contract will be considered definitively acknowledged and accepted by the Client and will become definitively effective and binding.

18. MARKET WITHDRAWAL AND SOFTWARE REPLACEMENT

18.1. The Client acknowledges that the Software and the environments in which they operate are subject, by their nature, to constant technological evolution which may determine their obsolescence and, in some cases, the opportunity for withdrawal from the market and, possibly, of a replacement with new technological solutions. Therefore, CMZ may decide, at its sole discretion, during the term of this Agreement, to withdraw the Software and/or the related Services from the market (possibly replacing them with new technological solutions). In this case: (i) the Licensor must communicate in writing (e.g. by email) to the Customer, with at least six months' notice, that it intends to withdraw one or more Software from the market; (ii) the communication referred to in point (i) above must contain a description of any new product, it being understood that the new product may be based on technologies different from those on which the Software to be replaced is based; (iii) where the Software is not replaced by any new product, the contract will cease to produce effects on the date that will be indicated in the withdrawal notice itself; starting from that date, the Software will cease, as the case may be, to function or be provided and the Customer will not be entitled to any compensation for damages; (iv) where the Software is replaced with a new product, the Client will have the right, exercisable within 15 days from the date of the withdrawal notice, to withdraw from the Contract.

19. LANGUAGE OF THESE CONDITIONS

These conditions are drawn up in Italian and provided in English translation. In case of conflict and/or inconsistencies and/or uncertainties regarding the meaning of the clauses, the meaning in the Italian language will prevail.

20. VALIDITY OF CONDITIONS IN THE EVENT OF NULL OR VOID CLAUSES

The possible invalidity of one or more clauses or parts of them does not overwhelm the entire Contract and/or these GCC which must be considered fully valid and effective. The void and/or invalid clause will be automatically replaced by the law of mandatory application or by a law governing a similar case.



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21. APPLICABLE LAW

The terms of this contract are governed by and subject to the Italian law.

22. EXCLUSIVE FORUM AND MEDIA CONCILIATION ATTEMPT

22.1. In case of disagreement on the interpretation and/or application of the general contract conditions, the licensee or the Client must first make an attempt at conciliation, even if not obligatory by law, with an organization that possibly allows the mediation to be carried out also by means of remote connection.

22.2. Even in derogation of any legislation and/or international convention, any dispute for the interpretation and/or application of this contract will be subject to the exclusive jurisdiction of the Court of Treviso.

Pursuant to and for the purposes of articles. 1341 and 1342 of the Civil Code, the Client declares to expressly approve the following articles: art. 5. (Industrial property rights); art. 11. (Unavoidable risks of malfunction and/or incompatibility Guarantee of operation – Limitations); art. 13. (Operation guarantee limits); art. 17 (Force majeure): 15 (refundable damage); art. 17 (unilateral modifications to the contract); art. 18 (Withdrawal from the market and replacement of software); art. 21 (Applicable law); art. 22 (Exclusive forum and attempt at mediation).