END USER LICENSE AGREEMENT (EULA)

ARTICLE 1. SUBJECT

1.1 The End User License Agreement (EULA) provides the terms and conditions for the User (as better identified later on) to be granted by the Owner (as better identified later on) a License for the use of the Software owned by the Owner - which may also include the use of the Software delivered as a Service (SaaS) – as well as any associated Documentation.

1.2 This End User License Agreement will cover all Software for which a License will be granted to the User by the Owner, together with any Updates of the Software, whenever provided by the Owner to the User following the execution of the Agreement.

ARTICLE 2. DEFINITIONS

2.1 For the purposes of this End User License Agreement, the following words, hereafter used in capital letters, have the corresponding meaning:

- **Acceptance tests:** the tests performed on the Software by the User, according to the Owner's agreement or request, to prove its compliance to specifications.

- **Activation Procedure**: the set of actions that must be performed to activate the Software and/or the License before using the Software.

- **Agreement**: collectively the EULA, the PTC and the GTC.

- **Cost**: the License price offered by the Owner and accepted by the User.

- **Device**: any physical or virtual computing system.

- **Documentation**: any written technical document about the Software, both in printed and in electronic formats, released by the Owner to the User.

- **Duration**: the time period covered by the License.

- **End of Life (EoL)**: the date when the Owner will stop providing any new Warranty or Support on the Software or on one of its Versions or Minors.

- **End of Sale (EoS)**: the date when the Owner stops selling the Software, or a Version or a Minor.

- **End User**: the end user authorized by the User to use the Software. This includes both natural persons and Devices.

- **EULA**: this End User License Agreement.

- **General Terms and Conditions** (**GTC**): the Owner's General Terms and Conditions which can be found at **https://www.nextgensolutions.it/privacy-documents**.

- **Instance**: refers to, either separately and collectively, the installation and the execution of a single copy of the Software on a Device.

- **License**: the right of the User over the non-exclusive use of the Software in accordance with the terms and conditions of the Agreement.

- **Minor**: any change released by the Owner on the Software which partially modifies one or more features of a specific Version. Each Minor is uniquely identified by the Owner with a code.

- **Module**: a component of the Software implementing one or more feature(s) of the Software.

- **Owner**: NGS srl,, as the owner of the Software as well as associated rights, including intellectual property rights.

- **Parts**: collectively the User and the Owner.

- **Price list**: the generic manpower costs applied by the Owner to the User for any consulting or technical support activity outside those included in the PTC.

- **Purchase Terms and Conditions** (**PTC**): the terms and conditions included in the Owner's sale offer(s) accepted by the User through formal purchase orders. These terms and conditions could specify, among the others, the Version, the maximum number of Instances and End Users, the Requirements, the Activation Procedures, the Warranty, the Support, the Cost, the Price List, etc.

- **Renewal**: the procedure mandatory for the renewal of a License at its expiration, if any.

- **Requirements**: the minimum hardware, software, network, integration requirements mandatory for the execution and or use of the Software.

- **Software**: the software developed by the Owner and covered by the Agreement. The Software can be made up of Modules; the word Software refers both to the Software itself and to any of its Modules within the Agreement.

- **Support**: any technical support on the Software supplied by the Owner to the User.

- **Terms of Use**: the terms and conditions the End Users must comply with both for and during the use of Software.

- **Trial or Trial Period**: a limited period of time when the Owner grants the User a non-exclusive right to use the Software for evaluation.

- **Update**: any change on the Software released by the Owner, which provides either a new Version or a Minor.

- **User**: either the natural or legal person that will obtain the License.

- **Version**: the set of features offered by the Software at a specific release date. Each Version is uniquely identified by the Owner through a code.

- **Warranty**: the warranty terms and conditions offered on the Software by the Owner to the User.

ARTICLE 3. SOFTWARE LICENSE

3.1 **License grant**

3.1.1 With the execution of the Agreement, the Owner grants to the User a limited, non-exclusive, non-transferable License mandatory for the use of the Software.

3.1.2 The License grant is subject to a use of the Software in accordance with the License limitations and the dispositions set in the Agreement and only within the User's internal scope.

3.1.3 The License is granted to the User on a specific commercial Version, either available at the time of purchase or released to the User afterwards, according to the PTC. The License will also cover the Updates only if within the PTC provisions.

3.1.4 The License may limit the use of Software to just one or more Modules and a License extension will be needed to use additional Modules.

3.1.5 Unless otherwise defined in the PTC, the License applies to one (1) Instance and one (1) End User.

3.1.6 Any use of the Software in violation of the Agreement is forbidden and will automatically revoke the License.

3.1.7 Any failure in the payment of the Cost within the terms of the Agreement, which is not cured within fifteen (15) days from the payment due date will automatically revoke the License.

3.1.8 Any unauthorized use of the Software, including the use of the Software without a License may be prosecuted under the Law.

3.1.9 if the Owner allows or tolerates the use of the Software without a License or outside the Agreement, this will not grant in any way the transfer, acquisition or claim of any right over the Software to the User, including a de facto grant of the License.

3.2 **Duration**

3.2.1 Unless otherwise stated by the PTC, the License duration is perpetual.

3.3 **Renewal**

3.3.1 If the Duration is limited in time, its renewal will not happen automatically at the License expiration and a new commercial negotiation shall be engaged by the Parties, unless otherwise defined by the PTC.

3.4 **Third party software**

3.4.1 The Software can rely or be integrated in a solution including third party software. On such third party software, the third party license terms and conditions apply. The User accepts to comply with such third parties license terms and conditions and holds liability on this to them.

ARTICLE 4. TERMS AND CONDITIONS

4.1 **Activation**

4.1.1 It could be necessary to perform an Activation Procedure before the Software can be used.

4.1.2 It's an Owner's duty to inform the User of any such Activation Procedure.

4.1.3 It's an User's duty to correctly perform the Activation Procedure.

4.1.4 If the User does not correctly perform or does not perform at all the Activation Procedure, this may prevent the possibility to use the Software by one side and the User will not be able to raise any claim on the Software by the other.

4.1.5 No Warranty or Support will cover the Software for which the Activation Procedure has not been correctly performed.

4.2 **Use of the Software**

4.2.1 The Agreement and the Requirements limit the maximum number of Instances an User is allowed to execute.

4.2.2 The use of the Software by both the User and the End Users after the Duration is forbidden.

4.2.3 The use of the Software beyond the Duration or in violation of the Agreement may be prevented by specific features embedded in the Software.

4.2.4 The use of the Software may be subject to the periodic verification of the License validity, by means of features embedded in the Software. Such verification may require the periodic contact of the Software with an external licensing system reachable via network communications, including the Internet. In this case, it's an User's duty to grant the communication between the Software and the external licensing system.

4.2.5 The limitations in the number of End Users may apply, separately and collectively, both at the overall number of authorized End Users allowed to use the Software or an Instance and to the maximum number of concurrent End Users that are allowed to use the Software or an Instance at a time.

4.2.6 The User accepts that the Software may offer features the User does not consider useful or necessary for its use.

4.2.7 Unless otherwise defined by the PTC or the License, the use by both the User and the End Users of any machine-to-machine software interface (such as, but not limited to, API, web-services, etc.) is forbidden. Furthermore, it is also forbidden to both the User and the End Users to develop or to use methods for interfacing with the Software other than those natively offered by the Software and allowed by the License.

4.2.8 The Software cannot be sold, re-distributed or integrated as part of a solution the User is willing to commercially offer as a product or service to any third party.

4.3 **Terms of Use**

4.3.1 The User is responsible for the conduct of the End Users in the use of the Software.

4.3.2 The use of the Software by the End Users is subject to the respect of the following Terms of Use.

4.3.3 The End User accepts to use the Software "as-is", without any express or tacit warranty on the consistence, correctness and availability of the

Software or one or more of its Modules or features.

4.3.4 The End User accepts to use the Software at his own risk, holding the Owner harmless from any claim in case of any damage (material or immaterial), loss of data or profit, or malfunction that may happen on the Devices or other software as consequence of the use or failure to use the Software.

4.3.5 The End User is responsible for the data and content put or stored into the Software or produced through the use of the Software.

4.3.6 The End User accepts any trace activity made by the Software for diagnostic or auditing purposes during its use; furthermore the End User accepts that such traces may be sent to the User or the Owner for additional analysis.

4.3.7 The End User is liable to use the Software in compliance with the Law.

4.3.8 The End User accepts and is liable to not perform or support any activity with the aim of violating, compromising, damaging, degrading, making unusable the Software or other software or Devices through the use of the Software.

4.3.9 The End User accepts and is liable to not perform or support any reverse engineering on the Software.

4.3.10 The End User is liable for keeping confidential his authentication credentials that may be required for the use of the Software; furthermore the End User declares himself aware that such credentials are personal and non-transferable.

4.3.11 The End User accepts to not let any other to use the Software.

4.3.12 The End User accepts to immediately cease to use the Software whenever the authorization to do that has been revoked.

4.3.13 the End User accepts to not use any element of the Software separately from the Software.

4.3.14 The End User accepts to not modify or alter the Software and to not integrate the Software or any of its elements with other software.

4.3.15 Additional Terms of Use may be defined by the PTC.

4.3.16 It is an User's duty to submit the Terms of Use to the End Users for acceptance, before authorizing them to use the Software. Such submission may be also achieved by the Software itself by means of an interactive form.

4.3.17 In case the End Users are Devices, it's an User's duty to submit the Terms of Use for acceptance to the internal or third party personnel in charge of the development or the operational management of the integration of such Devices with the Software.

4.4 Updates

4.4.1 Unless otherwise defined by the PTC, the Owner has no obligation to release Updates to the User.

4.4.2 Nevertheless, the Owner reserves the right to update the Software, also automatically and without any obligation to preliminary notice the User, or may require the User to manually update the Software. In such case

it's an User's duty to perform such update without any unjustified delay.

4.4.3 If the Owner requests to directly perform an update, it's an User's duty to actively support the Owner to this end.

4.5 Trial Period

4.5.1 The Owner may grant the non-exclusive use of the Software to the User for evaluation during a limited period of time.

4.5.2 Unless otherwise agreed by the Parties, the Trial is limited to thirty (30) days.

4.5.3 During the Trial, the Owner may grant the User the use of either some or all features of a Version, which may not be within the commercial Versions available at the time of Trial.

4.5.4 Non-commercial Versions (such as preliminary or pre-production versions) may be installed or used by the User only within a Trial Period and are not allowed in any case to be granted a License after the Trial expiration.

4.5.5 During the Trial Period it is forbidden to the User to use the Software in production.

4.5.6 The use of the Software during the Trial is at the User's own risk. This applies to the End Users as well.

4.5.7 The Trial does not provide any Warranty or Support.

4.5.8 The use of the Software during the Trial Period may be subject to a Cost, which the Owner shall tell and the User accepts before the Trial.

4.5.9 The use of the Software during the Trial Period is subject to the execution of the EULA, which shall happen before the Trial.

4.5.10 The execution of the EULA to just benefit from the Trial does not cause the automatic acceptance of both the PTC and the GTC, which shall be separately accepted/executed by the User in order to obtain the License. Any reference to the PTC and the GTC within the EULA are consequently not applicable when the EULA is purely executed for the Trial.

4.6 Acceptance Tests and verification

4.6.1 The Owner may require the User to perform, separately and collectively, Acceptance Tests or verification activities on the Software. Acceptance Tests may also involve the Trial Period and, at the Owner's sole discretion, may be suggested to the User as mandatory for obtaining the License.

4.7 Data gathering

4.7.1 The User acknowledges and accepts that the Owner may use applications and tools within the Software to gather and receive data on the Software health and operation, useful to improve the Software itself.

4.7.2 The dispatching and management of such any data will be done under the privacy provisions set by the Law. It is an User's duty to grant the communication between the Software and the Owner.

4.8 Backup

4.8.1 The User has the right to perform and keep a copy of the Software, unless the Software is delivered to the User as a service, provided that such copy will not be installed or executed by the User on any Device.

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS

5.1 **Intellectual property rights**

5.1.1 The Software and Documentation are property of the Owner.

5.1.2 The Owner retains the intellectual property on the Software and Documentation.

5.1.3 The algorithms, the structure, the organization and the source code which define and compose the Software are important industrial secretes as well as confidential information property of the Owner.

5.1.4 The Software is protected by the Law.

5.1.5 The Owner does neither grant nor transfer any intellectual property right on the Software and Documentation to the User.

5.1.6 The right to reproduce, translate, adapt, transform, modify or distribute the Software is reserved.

5.1.7 The Software is not sold to the User, yet it's licensed to the User. The License authorizes the non-exclusive use of the Software.

5.1.8 The Owner authorizes the User to copy, download, install, use or benefit from the Software only in compliance with the provisions of the Agreement.

5.1.9 The Software may include third parties software, whose use is subject to such third parties terms and conditions which are defined outside this Agreement.

5.2 **Violation notice**

5.2.1 It's an User's duty to immediately inform the Owner about any third party claim against the Users or the Owner according to supposed violations to such third party intellectual property rights. The notice shall include in detail evidences of such claims.

ARTICLE 6. USER'S OBLIGATIONS

6.1 **General obligations**

6.1.1 The User must respect the terms, conditions and limitations of use defined by the Agreement.

6.1.2 The User must implement any reasonable policy to prevent or limit any damage, for instance by means of regular backups of the Software (with the exception of Software delivered to the User as a service) and data it manages, according to the provisions of the Agreement and the industry best practices.

6.2 **Reporting**

6.2.1 The User must document and certify within thirty (30) days from the Owner's (or one of his representatives) request that the use of the Software is compliant to the Agreement and to a valid License.

6.3 **Confidentiality**

6.3.1 The User must keep confidential the content of the Software, together with any associated technical as well as functional aspects. Furthermore, the User must protect the Owner's property rights on the Software and immediately inform the Owner in case of any violation or potential threat on such rights caused by any third party.

6.3.2 The User shall keep confidential the information on the Owner's activities and operations acquired thanks to the installation, execution or use of the Software. Furthermore, the User is directly responsible to extend to his personnel as well as the End Users such obligations.

6.3.3 The concepts, ideas, know-how and techniques developed by the Owner are to be considered as industrial secrets.

6.3.4 The Owner shall keep confidential any information about the User which may be acquired during the life of the Agreement, except as otherwise authorized by the User.

6.4 **User's responsibilities**

6.4.1 The User is responsible to comply with the Requirements.

6.4.2 The User is directly responsible of the conduct of the End Users in connection to the use of the Software. In particular, the User may not and may not allow to any other person or entity to:

a) Make copies or reproduce the Software in excess to the provisions of the Agreement. Any authorized copy shall carry the same notices included in the original copy of the Software.
b) Remove, alter or hide, either partially or fully, intellectual property rights labels, notices or files , references to the Owner, serial numbers or any other license or copyright label, notice or file available in the Software or in one of its hard copies.
c) Elude, disable or otherwise interfere with the security features or protocols of the Software, including but not limited to feature to either limit or prevent in full the unauthorized use of copy of the Software.
d) Analyze, decode or reverse engineer the Software to modify or reproduce it in full or in part.

6.4.3 The User is responsible to perform the Updates required by the Owner as mandatory.

6.5 **Severability**

6.5.1 The Software may include different applications, components or utilities, may support multiple platforms and languages and may be supplied on different or multiple media. Nevertheless, the Software forms and must be used as a single product in compliance with the provisions of the Agreement and the Documentation.

6.5.2 The User is neither allowed to separate the different components of the Software to make use of them separately from the Software, nor to build with them another software that may be distributed, transferred or sold.

6.6 **Illegal use**

6.6.1 It is forbidden to the User and to the End Users to:

a) Publish, use or transmit robots, malware, trojan horses, spyware or similar malware content with (or potentially with) the aim of damaging or preventing the normal behavior of the Software.

b) Use the Software to infringe, embezzle or violate intellectual property, moral or privacy rights or any other third party right or any other right protected by the Law.

c) To use the Software for any fraudulent or illegal act of any type and nature.

6.6.2 The User shall hold harmless the Owner from any responsibility connected to the misuse of the Software for illegal purposes.

6.7 **Ban on altering**

6.7.1 The User cannot modify or alter the Software in any way, or merge it with other software, or further develop it in full or in part. This ban is extended also for the mere adaptation of the Software to Devices, platforms or systems different from those declared in the Requirements.

6.7.2 The User cannot reverse engineer, decompile, disassemble, modify, translate, port, create derivatives, try to derive or discover the source code of the Software.

6.7.3 The User cannot use the Software to develop services or similar products, in full or in part.

6.7.4 The User cannot modify or alter the Documentation.

6.8 **Ban on transfer**

6.8.1 THE USER CAN NEITHER LEASE, RENT, SUBLICENSE, LEND THE SOFTWARE, NOR SHARE THE LICENSE WITH OR THROUGH ANY THIRD PARTY, NOR SELL, ASSIGN, MAKE AVAILABLE, DISTRIBUTE OR TRANSFER THE LICENSE AND THE SOFTWARE TO THIRD PARTIES, NOR LET ANY THIRD PARTY TO COPY THE SOFTWARE OUTSIDE THE PROVISIONS OF THE AGREEMENT.

6.8.2 It's an User's duty to adopt and implement an adequate level of security necessary to prevent the theft as well as the unauthorized distribution or use of the Software or of one of its copies.

6.8.3 The previous dispositions are also extended to the Documentation.

6.9 **Ban on publication**

6.9.1 It is forbidden to the User and the End Users to make public performance test results or any comparison analysis on the Software before sharing such results and analysis with the Owner and without the Owner's written consent.

6.10 **Ban on use in mission critical environments**

6.10.1 It is forbidden to use the Software in high-risk environments, requiring the uninterrupted or error-free execution of the Software or where any fault or malfunction of the Software may pose a direct risk for life or human, animal or environmental health and safety.

ARTICLE 7. WARRANTY AND SUPPORT

7.1 **Warranty**

7.1.1 The Software is delivered "as-is" in one of its commercial Versions available at the time of User's License purchase order, unless otherwise defined by the PTC.

7.1.2 The Software has been designed and developed in compliance with industry standards and best practices.

7.1.3 Unless otherwise defined in the PTC, THE OWNER DOES NOT PROVIDE ANY WARRANTY ON THE SOFTWARE.

7.1.4 The User accepts to purchase the License, considering the Software as seen and approved, even without any prior use of it.

7.1.5 The User can request a Trial, before purchasing the License.

7.2 **Warranty limitations**

7.2.1 if a Warranty has been supplied for the Software and unless otherwise defined by the PTC or by the Support, the Warranty applies only to the Licensed Version. The Warranty ceases its validity in case the User updates the Software to a different Version.

7.2.2 The Warranty is void in case of non-compliance to the Requirements or for uses in violation of the Agreement.

7.2.3 The Warranty never covers defects that cannot be reproduced or that are bound to performances factors or implementations/configurations/use of the Software differing from those originally planned by the Owner, or deriving by events outside the reasonable control of the Owner.

7.2.4 The Warranty never covers features not included in the Version under Wwarranty or any error/anomaly/behavior differing from the expectations and caused or introduced by elements under the User's duty or responsibility (including but not limited to incomplete, missing or wrong specifications, etc.).

7.2.5 THE OWER EXCLUDES ANY EXPRESS OR TACIT WARRANTY, INCLUDING WARRANTIES OR GUARANTEES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION WITH THIRD PARTY SOFTWARE OR SYSTEMS, SECURITY AND NON-VIOLATION OF THIRD PARTY RIGHTS. FURTHERMORE, THE OWNER DOES NOT OFFER ANY WARRANTY THAT THE SOFTWARE CAN WORK WITHOUT INTERRUPTIONS OR MALFUNCTIONS AND IS FREE FROM ERRORS. FINALLY, NO WARRANTY IS OFFERED ON THE INTEGRITY OF DATA OR CONTENT PROCESSED, GENERATED OR STORED BY THE SOFTWARE.

7.2.6 The Warranty does not include:

a) The shipment cost of any hardware containing Updates and the costs for performing the updates to the Software.

b) Any support on other software which is not part of the Software.

c) The cost to recover the Software or associated data or content following any damage due to accidental causes, acts of god, malfunction, fault or moving of Devices, manumissions, negligence, improper use as well as anything not explicitly defined in the Agreement.

d) Any support for the installation, configuration, update, use or management fo the Software.

7.3 Warranty on third party software

7.3.1 On any third party software the specific third party warranty apply, if any. Therefore, the Warranty does not cover any such third party software and the Owner does not hold any liability thereof.

7.4 Support

7.4.1 Unless otherwise defined in the PTC, the License does not include any Support.

7.4.2 The Owner may offer the Support, in the way of both consulting and service, according to terms and conditions to be commercially negotiated and covered by a PTC, which can be different from the one covering the License.

7.4.3 It is an User's duty to perform a backup of data and the Software before being provided the Support.

7.4.4 The Owner can refuse to provide the Support whenever a use of the Software not in compliance of the Agreement or the Requirements has been found.

7.4.5 The Owner can at his own discretion decide to provide the Support either on-site or remotely. In both cases, it's an User's duty to grant an usable access to the Software.

7.4.6 Whenever required, in order to be provided the Support, the User shall be available to install and use additional software on the Devices (e.g. remote support software).

7.4.7 Furthermore, the User is responsible to actively assist the Owner during the Support activities, whenever requested.

7.4.8 The supply of other technical support on software, Devices or systems different from the Software or anyway outside the scope defined in the Agreement, will be invoiced according to the Price List.

ARTICLE 8. LIABILITY AND EXCLUSIVE REMEDIES

8.1 If it has been verified that the Software is not working in substantial compliance with the specifications, the overall liability of the Owner and the exclusive remedy for the User will be limited to either the release of an Update fixing the substantial non-compliance, or the refund of the paid Cost, at the exclusive discretion of the Owner.

8.2 In case of Software not covered by the Warranty, any formal claim about any substantial non-compliance must be delivered to the Owner strictly within fifteen (15) days since the release of the License by the Owner to the User. In case the Software is covered by the Warranty, any formal claim about any substantial non-compliance must be delivered to the Owner strictly

within fifteen (15) days since the discovery of the substantial non-compliance, provided that such notification is within the Warranty period.

8.3 The non-compliance claims must be delivered in writing to the Owner and must contain all evidences necessary to identify and reproduce the non-compliance, under penalty of nullity.

8.4 For Software not covered by the Warranty, the claims will be void in case Acceptance Tests have been performed or the User has been given a Trial Period.

8.5 For Licenses where payments are either recurring (e.g. recurring fees for Software delivered as a service) or by installments, as an alternative to the release of an Update and at the Owner's sole discretion, the User may just obtain a refund of the last payment covering the period when the claim has been notified to the Owner.

8.6 The User must notify the Owner in writing and detail any claim on any substantial violation of the Agreement by the Owner strictly within fifteen (15) days since such substantial violation has arisen, under penalty of nullity.

8.7 IN CASE OF DAMAGES OF WHATSOEVER NATURE, INCLUDING MATERIAL OR IMMATERIAL, DIRECT OR INDIRECT, EXPRESS OR TACIT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OF LOSS OF PROFIT CONCERING THE USE OR THE FAILURE IN THE USE OF THE SOFTWARE, THE USER ACCEPTS THAT HIS EXCLUSIVE REMEDY WILL BE THE REQUEST FOR THE REFUND OF THE LAST PAYMENT MADE FOR THE LICENSE COVERING THE PERIOD WHEN SUCH DAMAGE OR LOSS HAVE BEEN PRODUCED.

8.8 In case of any substantial violation by the Owner of the Warranty or Support terms, the User accepts that his exclusive remedy will be the request of refund of any payment made to obtain the Warranty or the Support during the period when such substantial violation has occurred.

8.9 The Owner holds no liability for any third party data and content included in the Software or accessible by means of using the Software.

8.10 The User will hold harmless the Owner from any claim, including legal ones, by the End Users or any third party in relation to the use or the failure in the use of the Software.

8.11 The User accepts that the Documentation may be inconsistent or incomplete and that the prescriptions on the limitations of liability as well as the exclusive remedies included in this Article apply also to any claim caused by or attributable to the Documentation.

ARTICOLO 9. FINAL PROVISIONS

9.1 End of sale and end of life

9.1.1 The Owner, at any time and at his own discretion, may withdraw from the market the Software or one Version or Minor, without any obligation to inform or notify the User.

9.1.2 At any time by or after the End of Sale and at his sole discretion, the Owner may define the End of Life of the EoS Software, Version or Minor, without any

obligation to inform or notify the User.

9.1.3 The User will not be able to purchase or extend the License for the Software or a Version beyond their EoS.

9.1.4 After the EoL has been defined, the User cannot purchase additional Warranty or Support covering a period exceeding the EoL.

9.1.5 The EoS or EoL do not void any active Warranty or Support.

9.2 **Precedence**

9.2.1 In case of conflict among the PTC, the EULA or the GTC, the following precedence rules apply: PTC takes precedence on both the EULA and the GTC; the EULA takes precedence over the GTC.

9.3 **Legal revision**

9.3.1 Within the term of the Agreement and the following two (2) years, the Owner (or one of his representatives), with a reasonable written advance notice to the User and during the User's business hours, reserves the right to perform a legal revision on the use of the Software to verify the User's compliance with the Agreement.

9.3.2 The Owner is allowed to perform no more than two (2) legal revisions in a year. During the visits, it's an User's duty to actively support the Owner on this activity.

9.3.3 Whenever any material breach of the License would have been found, the User must pay on top of all sums required to cover such breaches (such as but not limited to increment the number of Instances or End Users, to add Modules to the License, to cover a different Version, etc.), also the material expenses of the legal revision, without exclusion or limitation to any other remedy defined in the Agreement or provided by the Law.

9.4 [**NOT USED**]

9.4.1 [NOT USED]

9.5 **Privacy**

9.5.1 With the execution of the EULA, the User accepts the Owner's privacy policy, which can be found at https://www.nextgensolutions.it/privacy-documents.

9.6 **Miscellaneous**

9.6.1 The EULA voids and replaces any former agreement between the Parties on the same subject.

9.6.2 If a clause has been deemed invalid by the Law, the other clauses will still be valid as well as the EULA and the invalid clause will be replaced by a valid clause with equivalent or similar meaning.

9.6.3 The EULA cannot be assigned or transferred without a prior written consent by both Parties.

9.6.4 Any change to the EULA shall be in writing and shall be approved by both Parties.

9.6.5 Any marketing presentation on the Software shall be considered as purely informative and will provide neither any express or tacit warranty, nor any binding offer by the Owner.

The User

Company name:

Address:

ZIP code, City:

VAT:

Legal representative:

Place and date:

Signature:

The User specifically approves the following clauses: Art. 3.1 (License Grant); Art. 3.2 (Duration); Art. 3.3 (Renewal); Art. 4.1 (Activation); Art. 4.2 (Use of the Software); Art. 4.3 (Terms of Use); Art. 5.1 (Intellectual property rigths); Art. 6 (User's obligations); Art. 7.1 (Warranty); Art. 8 (Liability and exclusive remedies); Art. 9.5 (Privacy).

The User

Place and date:

Signature: