

“ECM Titanium” Software License Agreement

1. Preamble

IMPORTANT! Your installation and use of the ECM Titanium software (hereinafter “Software”) entail your acknowledgment and agreement of these terms of License Agreement. Be certain to read carefully and accept the applicable terms of this License Agreement before You install and use the Software.

2. Object

This document ("LICENSE") sets off the contents of the license granted to You by Alientech S.r.l. on the Software, provided that You have legitimately acquired it.

3. No disassembly

The Software is licensed as a single whole product, even if it were technically separable into its individual components. Under no circumstances, its individual components can be partitioned for separate use unless it is expressly authorized in this License or by the provisions of applicable laws.

4. Copyright

All rights to the Software, the encoded files for indexing and interpreting maps created by Alientech srl (hereinafter "the Drivers") provided to be used with the Software and / or the contents of the Alientech Dashboard and all its related platforms to which we grant You access (including, without limitation, all images, photographs, animation, video, audio, music, text, and applet), as well as the Software graphical layout, are owned by Alientech srl and are protected by the Italian and international laws on the subject.

All documentation provided in an analogical or digital form with the Software (including, but not limited to, user’s guides, instruction and operating manuals) is subject to Copyright and may not be copied, photographed, reproduced, translated or reduced to any electronic media or machine-readable form, in whole or in part, without Alientech srl prior express written permission.

All rights of commercial exploitation and use related to the Software, the Drivers, the Alientech Dashboard and to what accompanies or completes them, which are not expressly granted to You under this License, are exclusive property of Alientech S.r.l.

Your use of the Software will not give You any rights or claims of any kind on the Software.

You shall provide your full cooperation, where there was need, in order to ascertain Alientech srl ownership rights, meeting all obligations and fulfilling all formalities that may be appropriate for a better protection of Alientech srl rights.

5. Software License

Alientech srl grants You a non-exclusive license on the Software, that You may transfer only within the limits set below.

You shall use the Software in accordance with the purpose for which it has been developed and marketed, and in respect of the recommendations of use and technical specifications provided by Alientech srl, and to the extent set forth in this License.

You are not authorized to lend, rent, lease or sell the Software.

You may transfer the Software to a third party only in conjunction with this License Agreement and it will entail your loss of the right to use the software.

Consequently, each copy of the software in your possession must be immediately removed from any support that is in your availability.

Your transfer to third parties of the software and tools associated with it does not transfer to the new licensee any right to use the related services for the legitimate use of the software, such as access to the reserved area of the Alientech Dashboard and the Technical Support Service provided by Alientech srl. If the new licensee wishes to benefit from these services, he will have to directly contact Alientech srl and bear the related costs for the services offered.

Outside of the above provisions, You are also forbidden to copy, publish, distribute, disclose, transmit or make available for any reason whatsoever, or allow the use of the Software or its copy to third parties, as well as to disassemble, decompile, decode, reverse engineer, alter the Software, in whole or in part, try to derive the source code from the Software or create derivative works of or from the Software, add parts to it or embed it into other software, except to the extent expressly permitted by the rules in force.

6. Limitation of warranty

Except for any warranty, condition, representation or imperative term that cannot be excluded or limited by the applicable law in your jurisdiction, Alientech srl provides the Software and its Drivers in their current condition and potential defects ("AS IS") for the exclusive use provided in and with the Product. Alientech srl hereby expressly disclaims any other warranty, condition, representation, or term – either express or implied – as provided by law, common law, custom, usage or otherwise, including (but not limited to) warranties of integration, merchantability, quiet enjoyment, satisfactory quality or fitness for a particular purpose, accuracy or compatibility.

Alientech srl do not warrant and make no representation:

- 1) That the functions included in the Software will meet your requirements;
- 2) That the operation of the Software will be correct;
- 3) That the Software will perform uninterrupted or error-free or that the defects in the Software will be corrected;
- 4) That the Software will not damage any other software or hardware You use;
- 5) Regarding the use or the results of the use of the Software in terms of its correctness, accuracy, reliability, or otherwise.

7. Limitation of Liability

To the extent not prohibited by law, in no event shall Alientech srl be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, but not limited to, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or bad use of the Alientech Software and / or Drivers, however caused, regardless of their cause and the theory of liability (breach of contract, illicit act or otherwise). In no event shall Alientech srl's total liability to You for the whole of the damage (other than as may be required by applicable law in cases involving personal injury) may exceed the cost of the purchased good.

8. No reproduction

The Software may contain a copy protection technology to prevent unauthorized copying of the Software.

It is illegal to make unauthorized copies of the Software or circumvent copy protection technology contained in the Software or copy, in whole or in part, the contents of the Alientech Dashboard and/or its related platforms without the consent of the rightful owner. It is therefore expressly forbidden to modify or tamper with the functions for the management of digital rights of the Software and the Alientech Dashboard and to evade, modify, neutralize or circumvent the protection functions of the Software and the mechanisms linked in the operational level of the Software.

You declare to be aware of this fact and cannot plead You acted in good faith, in case of violation of this License.

For security reasons and to guarantee Alientech srl's commercial reputation, Alientech srl reserves the right to temporarily suspend its use in the event of abuse of the use of the software.

If You need a backup copy of the Software, You can send a request to Alientech srl, specifying the reason of your request. Any backup copy will restore the software to its initial condition.

VIOLATION OF THESE LICENSE TERMS AND CONDITIONS, AS SET FORTH IN PARAGRAPH 3, 4, 5, AND 8, CAUSES AN IMMEDIATE REVOCATION OF ALL YOUR RIGHTS TO USE THE SOFTWARE.

9. Ineffectiveness

If one or more provisions, or portion thereof, of the present License agreement are found to conflict with the existing laws, are considered null, void, and / or ineffective, the remainder of this License shall continue in full force and effect among the parties for the provisions not unenforced.

10. Governing Law and Jurisdiction

These License shall be governed by Italian law.

All matters not expressly provided under this License agreement shall be governed by Italian law.

Any dispute arising out of the interpretation, execution and validity of these terms and conditions shall be subject – unless otherwise provided by mandatory law – to the venue of the court of your place of residence, if you are a "consumer" under the current legislation, otherwise the exclusive court of Vercelli, Italy.

11. Contact information

In the event that Alientech srl needs to contact you about the Software you agree to receive notifications by email. You also acknowledge the full validity of such notifications and communications sent in electronic format and agree that they meet the legal communication requirements.

Alientech S.r.l. a socio unico has its place of business at via Dei Cordari, 1 – 13039 Trino (VC) – Italia.

Any complaints or communications shall be sent to that address via registered mail, or via e-mail at legal@alientech.to.

Communications and complaints sent to a different address from the ones provided above will not be taken into account for the purposes of this License Agreement.

12. Language

Any translation of this License is done for local requirements and in the event of a dispute between the Italian and any non-Italian versions, the Italian version of this License shall govern.

13. Declaration of acceptance

You hereby acknowledge that You have read, understand, and agree to be bound by these License. You further agree that it is the complete and exclusive statement of agreement between You and Alientech srl, and that it supersedes any previous agreement, oral or written, and any other prior proposal and/or communication in relation to the subject matter of this agreement.