

Definitions.

"CUSTOMER": indicates the user of the goods and services that are the subject of this agreement.

"PURCHASE ORDER": indicates the document issued by the Customer, to request one or more products and/or services, according to the General Conditions, and subject to the acceptance by DPT.

"PRODUCER": refers to DPT, which produces the product and is the exclusive owner of the property rights for the commercial exploitation of the product.

"PRODUCT/S": indicates the physical good or the standard copy of the programs for processing the data in any format, as issued by the Producer and subject of the Customer's Purchase Order.

"UPDATE": indicates the delivery, from the Producer directly to the Customer, of the new versions of the Product, made during the period of validity of the subscription. The new versions or the updates of the Product are also referred to as "Releases".

"ASF": **Annual Subscription Fee.** Under this subscription agreement, the Customer has the right to use the license of the product for 12 months. When the license expires the product is no longer usable. With the ASF option, during the period of validity of the product license, the Customer is entitled to receive the new product versions or updates from the Producer. The ASF subscription includes also the Hotline Assistance and the Maintenance Services for these versions.

"PL": **Permanent License Fee:** under this Agreement the Customer has the license to use the product for an unlimited time.

"PLSS": **Permanent License Service**

Subscription: indicates an annual subscription Agreement which entitles the Customer to receive the new product versions or updates together with the (telephone) Hotline and Web Support Service. Under this Agreement the Producer will send to the customer the new versions and/or updates of the product, made during the subscription period. The Customer has also the right to export each license, for one (1) time during the calendar year, from the computer on which such a license was originally installed, to another computer of his/her property.

"CHW": **Change Hardware:** indicates an agreement under which the Customer has the right to export the license to Use the Product (PL) from the computer on which the license was originally installed, to another computer of his/her property. This contract does not provide any update or new version release, which are instead covered by the PLSS subscription.

"CVU": **Current Version Upgrade:** indicates the agreement under which the Customer re-activates the PLSS subscription starting from a license to Use the Product (PL), and is therefore entitled to all PLSS subscription services.

"RELEASE": a new version or update of the Product.

"CONSULTING SERVICE TIMETABLE": from 9.00am to 12.30am and from 2.00pm to 6.00pm, from Monday to Friday, excluding public holidays and vacation periods, of which the Customer shall be informed beforehand.

1. Order Effectiveness & Acceptance.

A Purchase Order is considered a contractual proposal binding the Customer for sixty (60) days since the date of submission. The acceptance of the proposal may be either expressed or implied. A Purchase Order is considered accepted with the provision of the passwords to the Customer on the think3 website.

2. Transfer of Risk and Property.

The risks related to the sold Products are transferred to the Customer upon delivery. In the case of shipment (costs charged on invoice to the Customer), the risk is transferred from the Producer to the Customer upon delivery of the Product to a courier or the post office. The Customer shall always check, at receipt of the goods, the integrity of the packaging.

3. Prices and Payments.

List prices of the subscription fees and/or fees for temporary licenses are subject to the percentage changes of the consumer price index calculated by ISTAT (Office for National Statistics). Billing, unless otherwise agreed, will be anticipated and the payment requested per R.B. (bank receipt) thirty (30) days after invoice date EOM, unless otherwise agreed.

4. Renewal and Termination.

Any subscription and license shall be automatically renewed from year to year, except in the event that the Customer communicates, by registered post at least ninety (90) days prior to the expiry date, of her/his will not to renew the agreement.

5. User License.

The Product is licensed for use to the Customer. The Product, and each of its releases, is subject to intellectual and industrial property rights of DPT and/or its licensors, and the Customer does not acquire any rights of ownership on the Product or its Release. The license with "PL" option refers to an unlimited period of time, it is not exclusive and cannot be transferred. The Customer may not sublicense, sell or distribute the Product or its Releases.

6. Product Use.

The Customer has the right to use the Product and any Product Release only on the computer originally indicated to DPT. To this end, the Customer will independently use the access keys (passwords) specifically provided by DPT. The products, as well as all the manuals supplied with the product, are copyrighted. The customer cannot reproduce, in whole or in part, manuals and/or the Product, - both as to the program and the data - unless a backup is necessary for personal use. The Customer with a PLSS subscription has the right to export each license covered by such a contract, only one (1) time in a calendar year, from the computer on which the license has been originally installed, to another computer of his/her property.

The Customer with a license to Use the Product (PL), without a PLSS subscription, who wants to exploit the services provided with such a subscription, can re-activate it by signing a Current Version Upgrade (CVU) contract.

The Customer with a license to Use the Product (PL), without a PLSS subscription, who needs to export his/her license from the computer on which it has been originally installed to another computer of his/her property, can subscribe a Change Hardware (CHW) contract. This contract does not provide any updates or new version releases, which are instead covered by the PLSS subscription.

7. Warranty and Disclaimer.

DPT warrants that the Product, if properly used, will perform substantially in accordance with the documentation and manuals supplied with the Product.

Any non-compliance must be reported in writing by the Customer within 90 days after delivery of the Product: in this case DPT is only required to replace the Product with the exclusion of any other obligation or liability. Any product supplied in replacement of the original Product will be warranted for the remaining warranty period of the original Product.

This warranty becomes ineffective if the defect of the product results from accident, abuse or misapplication.

DPT does not recognize any warranty, other than those mentioned in this article, whether expressed or implied, including, among others, the suitability of the Product for a particular purpose. In no case DPT and/or its licensors shall be liable for any direct or indirect damage suffered by the Customer due to original defects of the Product, or deriving from the use or non-use of the Product.

8. Consultancy services.

If the purchase order provides consulting services relating to the adoption, or proper use of the product, project or customization implementations, DPT reserves the possibility to provide such services, or at the customer's site or at its headquarters, unless otherwise indicated in the Agreement. The costs of consultancy services, unless otherwise expressly stated in the purchase order, include the transfer expenses. Any service will be performed by DPT through its specialized staff or external experts, without prejudice to its responsibility towards the Customer under the following art. 11.

DPT has the exclusive right to determine the assignment and distribution of its staff for the performance of the services and DPT staff will carry out the maintenance activities according to the consulting service timetable. The Customer, in no case, may ask the staff of DPT extensions of the agreed services on products not delivered by DPT.

9. Customer Obligations.

The Customer shall allow DPT staff to access the products and ensure the availability of updated data equipment and copy of the products as well. The Customer shall also allow the reasonable use of any machine or equipment, including communication devices that may be needed for performing the requested services. The Customer shall appoint a person as a maintenance service reference contact and representative for DPT with regard to the services under this Agreement. This person shall be present and available at the place where the product is located during the execution of the services, if requested by DPT.

DPT shall provide services according to the

Customer's requests in terms of systems and/or software used, and the Customer assumes full and exclusive liability for such requests. The Customer will be the sole responsible for any compatibility problem between the product subject of this Agreement and other outdated software application or programs, as well as any problem between the customized product and subsequent Releases even if the customization activity has been carried out by DPT. It's an exclusive task of the Customer to take autonomously all the measures for the security and integrity of both physical and logical data, by performing the necessary backup operations, periodically and before the intervention of the DPT staff.

If the Customer wants to make changes to the agreed work plan, the Customer shall submit a written request to DPT specifying the proposed changes. DPT will inform the Customer about the necessary resources, resulting cost, and schedule changes and its ability to meet the request. If no agreement is reached, the original plan remains unchanged, otherwise any modification to the work plan must be made in writing and accepted by the parties.

10. Limitation of Liability.

DPT shall not be obliged to provide the envisaged services in the event that the Customer request results from an **incident**, negligence, misuse, incorrect programming, and the like.

DPT shall also not be obliged to provide the services if the products have been modified or tampered with, and if such activities have been carried out by non-DPT staff and/or without the prior written consent from DPT.

Finally DPT will not be obliged to provide the services specified in the Purchase Order if the order is received later than 12 months from its date.

11. Responsibility for Services.

Except in cases of fraud or gross negligence, DPT shall not provide any guarantee for the supplied services, the results of these services and their responsiveness to a specific purpose.

DPT does not accept responsibility for any direct or indirect damage suffered by the Customer or by third parties with respect to the provided services, including, among others, damages resulting from loss of data or information of any nature and/or malfunction and/or poor product efficiency. In the case that DPT provides the services to third parties of the Customer, if requested in the Purchase Order, DPT shall be fully free from any liability, loss, cost or damage to the extent to which they exceed the amount paid by the Customer or the third party.

12. General Provisions.

The granting of the Product user license, the related Releases, the new versions, and the provision of the services is regulated by the Law and these General Terms and Conditions. No modifications, additions or adjustments will be deemed effective unless they are approved in writing by the parties.

The Customer agrees that his/her logo and name will be used as a reference in DPT presentations and promotional materials.

In the case of company acquisition or changes to the top management, the Customer shall inform DPT of the acquisition or change within seven days, and is considered liable, jointly with the transferee or assignee, that takes over all the obligations and rights under this Agreement.

13. Jurisdiction

For any controversy that may arise regarding the interpretation and/or execution of this Agreement, the court of Bologna shall have the sole and exclusive jurisdiction.

Date: ____ / ____ / ____

The Customer

Stamp & Signature

According to articles 1341 e 1342 of the Italian Civil Code, the parties declare to have read and specifically approved the following clauses: n. 2 (Transfer of Property), 4 (Renewal and Termination), 7 (Warranty and Disclaimer), 9 (Customer Obligations), 10 (Limitation of Liability), 11 (Responsibility for Services), 12 (General Provisions), 13 (Jurisdiction).

Date: ____ / ____ / ____

The Customer

Stamp & Signature