# PROGRAM UPDATE AGREEMENT
# MICROAREA LIVE UPDATE (M.L.U.)

**Article 1 (Definitions and interpretation).** In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

- MICROAREA (hereinafter "**MICROAREA**") means the company Microarea Spa incorporated in Genova Via R. Bianchi 36 (Italy), ZIP 16152, registered under Vat Number 01402000994
- User (hereinafter "**USER**"), whose data is indicated above, means the end user of the software program whose licensed modules are indicated above.
- The term DEALER (hereinafter DEALER) refers to an official dealer of the Microarea products.
- Licensed Program (hereinafter "**PROGRAM**") means the software consisting of the above mentioned modules, in executable computer format developed by **MICROAREA**.
- Program Updates (hereinafter "**UPDATES**") mean the new **PROGRAM** version, periodically distributed in executable computer format. **UPDATES** contain the implementations deemed necessary by **MICROAREA**.
- End user license activation of the licensed **PROGRAM** (hereinafter "**ACTIVATION**") means the delivery of a device, even software only, applied to protect the program that exclusively enables the use of the above indicated **PROGRAM** modules. This **ACTIVATION** is exclusively provided to the **USER** who is the only one enabled for its use.
- Program Download (hereinafter "**DOWNLOAD**") means downloading the **PROGRAM**, via Internet or other systems set, from the **MICROAREA** central system or any of the **USER'S** computer **.**
- C.A.L. MICROAREA (Client Access License) (hereinafter "**CAL**") means the single license that enables a single operator or device to use the **PROGRAM** or specific parts of it.
- In this Agreement, except as otherwise expressly provided:
  a. words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neuter genders and vice versa;
  b. clause headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**Article 2 (User License).** **MICROAREA**, developer and exclusive owner of all **PROGRAM** rights, at the following conditions and terms grants, through **USER** license and for the entire duration of this Agreement, the use of **UPDATES**. **MICROAREA** grants to the **USER** the right to use the **UPDATES** version that the **USER** will receive only on a single terminal connected to a single computer. The **USER** may not install nor use the **UPDATES** in a network and/or use them simultaneously on a number of computers or terminals exceeding the number of **CAL** permitted by the end user license. The **UPDATES** were chosen by the **USER** according to its indicated needs, therefore the **USER** is fully liable for the appropriateness of the choice concerning the above mentioned needs.

**Article 3 (Activation and use rights).** The **PROGRAM** is enabled through **ACTIVATION** which must occur via Internet from the computer on which the **PROGRAM** is installed in server mode. Periodically the **PROGRAM** needs an Internet connection to the **MICROAREA** server, even for a limited period of time, to confirm **ACTIVATION** and consequent **PROGRAM** use. If unconfirmed, the **PROGRAM** interrupts operations until **ACTIVATION** is newly confirmed. The **USER** has the right to use the **PROGRAM** and **UPDATES** for the entire duration of this Agreement compliant with the **PROGRAM** intended use contained in the on-line documentation and with the previous rules required for **ACTIVATION**. At the end of any **ACTIVATION**, **MICROAREA** shall send notice of this end user license to the e-mail address indicated by the **USER** during **ACTIVATION**; this e-mail address must be active, reachable and accessible to the **USER**.

**Article 4 (Back-up copy).** Only the **USER** has the exclusive right to be able to make a single back-up copy of the **UPDATES** received provided this back-up copy does not circulate independent of its original version.

**Article 5 (Prohibited use).** Except for the provisions granted to the **USER** under this Agreement, any **reproduction**, translation, adaptation, transformation, decryption or any modification to the **PROGRAM** and/or **UPDATES** and back-up copy is strictly prohibited. Furthermore, any grant, distribution, lend, rent or lease or any other type of transfer of

the **PROGRAM** and/or **UPDATES** is also expressly prohibited. Providing third parties with the personal **ACTIVATION** in any form or mode is also strictly prohibited.

**Article 6 (Ownership and rights).** In any case, **MICROAREA** is the exclusive owner of all rights, copyright and non, and any other right connected with the **PROGRAM** and/or **UPDATES**, on the relevant preparatory material and interfaces as well as user manuals, according to Italian law, EU treaties, regulations and directives, international agreements and any other applicable national and/or international law. The rights authorized under this Agreement do not include in any way the transfer, to the **USER** or third parties, of the above mentioned rights on the **PROGRAM** and/or **UPDATES** which is the exclusive property of **MICROAREA**. The **USER** agrees, where necessary, to provide any assistance and collaboration, even legal, to ensure the protection of **MICROAREA'S** above mentioned rights against any third party.

**Article 7 (Validity and Duration and Effects).** This Agreement must obligatorily cover all **PROGRAM** modules licensed to the **USER** that is valid for twelve months from the date of first undersigned or the renewal date of the present Agreement. This Agreement is automatically renewed annually and for a period of twelve months unless cancelled,  60 (sixty) days before the original expiry date or the extended date via the correct documented procedure on the MICROAREA site. In such event of subscribing a program update agreement for relative additional modules of the **PROGRAM** the expiry date of the agreement for the new subscribed modules shall be adjusted to the date of the first undersigned program update agreement and the fee shall only be due for the relevant period.This agreement is valid only if total payment of the relative fees has been made. **MICROAREA** reserves the right to suspend, even immediately, supplying any service relative to this Agreement if the **USER** does not keep up with the payments of the Agreement itself. If there is a delay in payment, this delay shall in no way extend the validity date of this Agreement. The first subscription date, subsequent renewals, licensed program configuration, their serial numbers and the expiry date of this Agreement are information filed at **MICROAREA** and may be provided to the **USER** who owns the rights of this Agreement upon request or provided in specific reserved section of the **MICROAREA** web site (www.microarea.it)

**Article 8 (UPDATE reception method).** **UPDATES** may be obtained by the **USER** on **CD** or **DVD** ordered from **MICROAREA** or downloaded via the **MICROAREA** website if available or via a specific **MICROAREA** service supplied by Internet if available. The latter service can be requested by the **USER** from **MICROAREA** during **ACTIVATION** of the **PROGRAM** or successively using the procedure present in the **PROGRAM** and in this case the **USER** shall make sure the **PROGRAM** automatically links up to the **MICROAREA** central system and downloads the **UPDATES** on to the **USER's** computer, if available. Successively, and after the **USER's** authorization, the **PROGRAM** will be able to install the **UPDATES**. This service is only and exclusively available on the **PROGRAM** in the original version produced by **MICROAREA**; any personalization, carried out by any other party shall not be updated in any way by **MICROAREA**. To use this service in question the **USER** should have an **INTERNET** connection available of at least 640 Kbps. By way of accepting this Agreement,  the **USER** completely authorizes and allows **MICROAREA** to send via Internet the **UPDATES** produced by Microarea itself.

**Article 9 (Warranty).** **MICROAREA**, within legal restrictions, does not guarantee the functionality and good working order of the **UPDATES** for the operations foreseen and indicated in the on-line documentation. Any control in any case may only be conducted using the tests prepared and conducted by **MICROAREA** and its technicians. Any other guarantee by **MICROAREA** for the **USER** or third parties is expressly excluded. The **USER** agrees to guarantee, release and hold **MICROAREA** harmless from any claim and/or third party claim in general derived from using the **UPDATES** and its customizations as well as to provide any assistance, even legal, where required.

**Article 10 (Liability).** **MICROAREA** is not liable for any damages, direct or indirect, fortuitous damage, or loss of earnings or losses, incurred by the **USER** and/or third parties, from original or emergent flaws in the **UPDATES** in any version and type and/or in any case incurred by its use or lack of use. The **USER** is liable for verifying the accuracy of data processed by the **UPDATES** and, in any case, may not make claims for amounts higher than that paid for the **UPDATES**. The **USER** may not transfer any liability to **MICROAREA** if the **DOWNLOAD** service of the **UPDATES** via Internet does not work due to (these are just some examples: blocking of the net, black-out of the provider, failure of the **USER's** band etc...)

**Article 11 (Legal termination).** In the event of even only partial breach of Agreement by the **USER**, including no payment made on the expiry date or the extended date, **MICROAREA** shall have the right to send the **USER** written

notice to remedy the breach within the indicated terms, or immediately and independently to declare the rights to this Agreement null and void provided the rights to further damage compensation.

**Article 12 (Contingent obligations).** The **PROGRAM** and **UPDATES**, in any version and type, is the exclusive property of **MICROAREA** regardless of the validity of this Agreement, its termination and termination causes. Prohibitions and obligations, foreseen in previous articles 5 and 11 respectively, are valid even after the termination of this Agreement.

**Article 13 (Modifications).** This Agreement and its contents may be subject to modifications and/or exemptions through the exclusive use of written statements signed by the **USER** and **MICROAREA.**

**Article 14 (Invoicing authorization).** The present Agreement is stipulated and agreed upon by the **USER** and **MICROAREA**. Nevertheless, **MICROAREA** can unquestionably authorize a **DEALER** to invoice the services indicated in the following Agreement on behalf of Microarea itself.

**Article 15 (Prices and annual increases):** the prices from the public **MICROAREA** price list, refer to the first year of validity of the services contained in this Agreement; for successive validity periods of this agreement the relative prices could be increased annually but not exceeding the ISTAT increase ( National Institute of Statistics: www.istat.it).

**Article 16 (Cancellation effects).** In the event of cancellation, withdrawal within the set terms, no payment made, or expiration of the present Agreement, the **USER** may no longer receive **UPDATES** and may only and exclusively use the **PROGRAM** with the application of the last **UPDATES** received. In any event the **USER** wants to renew the program update agreement, the **USER** will be able to renew it by following the term specified in the specific section of the **MICROAREA** web site ([www.microarea.it](www.microarea.it)) dedicated to the program update agreement renewals. **UPDATES** installed after this Agreement expires are considered breach of the end user license agreement.

**Article 17 (Agreement interpretation).** Any doubts on the interpretation of one or more clauses in this Agreement must be resolved in favor of **MICROAREA.**

**Article 18 (Applicable law and Jurisdiction).** This agreement is considered as having been finalised in Italy. This agreement and the parties' rights and obligations under it shall be regulated, interpreted and applied in accordance with Italian law. Any dispute that may arise shall be exclusively submitted to the Court where **MICROAREA** or the incorporating company have their registered head office, with expressed exclusion of any other court. Signature of this agreement annuls any previous agreements.

The clauses contained in the following articles are expressly approved: 2,3,5,6,7,8,9,10,11,12,14,15,16,17,18