MICROAREA S.p.A.
END USER LICENSE AGREEMENT

Notice to USER: Please, read this Agreement carefully. By installing, activating, copying, or otherwise using all or any portion of the **PROGRAM** of **MICROAREA** you accept all the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, You may not install, activate, copy or otherwise use the software, and you should contact **MICROAREA**, who has developed and has the exclusive property of the **PROGRAM**, for instructions on return of the exclusively unused **PROGRAM** for a refund in accordance with Microarea's return Policies. The **USER** has not become a licensee of, and is not authorized to use the **PROGRAM** unless and until it has agreed to be bound by these license terms. The "**EFFECTIVE DATE**" for this Agreement shall be the day the **USER** install and activate the **PROGRAM**, or otherwise check the specific acceptance box.

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

- User (hereinafter "**USER**"), whose data is indicated above, means the end user of the software program whose licensed modules are indicated above.

- Licensed Program (hereinafter "**PROGRAM**") means the software consists of the above mentioned modules, in executable computer format developed and the exclusive property of MICROAREA S.p.A. with registered offices in Genoa – Italy, Via Renata Bianchi 36, ZIP 16152, registered under VAT number 01402000994 (hereinafter "**MICROAREA**").

- End user license activation of the **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 for the **USER** who is the only one enabled for its use.

- C.A.L. Microarea (Client Access License) (hereinafter "**CAL**") means the single license that enables a single user or device to use the **PROGRAM** or specific parts of it.

- The term Database (hereinafter "**DATABASE**") means the grouping of information, exclusively referring to the **USER,** managed by the **PROGRAM**.

- The term Server (hereinafter "**SERVER**") is referred to when describing a computer or virtual environment, the latter being either software or hardware, emulating the Server itself, and containing the server components of the **PROGRAM**.

- Effective Date (hereinafter "**EFFECTIVE DATE**") shall be the day in which the **USER** will install and activate the **PROGRAM**, or otherwise check the specific acceptance box.

- Program Update Agreement Microarea Live Update (hereinafter "**M.L.U.**") means the specific agreement concerning all the rules related to the update services of the **PROGRAM**

- 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**.**

- In this Agreement, except as otherwise expressly provided:
    - 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;
    - 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, grants the use of the present copy of the **PROGRAM** throughout the **USER** license, for the entire duration of the present Agreement at the following terms and conditions. **MICROAREA** grants to the **USER** the right to use the enclosed **PROGRAM** on one or more **DATABASE**, on a single workstation connected to a single **SERVER**. The **USER** is prohibited from installing and using the **PROGRAM** in a network and/or using the latter simultaneously on a number of computers or terminals exceeding the number of **CAL** allowed by the end user license and any of its extensions. The **PROGRAM** was chosen by

the **USER** according to its own indicated needs, therefore the **USER** is fully liable for the appropriateness of this 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 **MICROAREA**, 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** for the entire duration of this Agreement compliant with the **PROGRAM's** 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**. **MICROAREA** will use those measures to confirm that **USER** has a legally licensed copy of the **PROGRAM**. If the **USER** is not using a licensed copy of the **PROGRAM**, the **USER** is not allowed to install the **PROGRAM** or future **PROGRAM** updates. **MICROAREA** will not collect any personally identifiable information from the **USER**'s computer during this process.

Article 4 (Back-up copy). Only the **USER** has the exclusive right to be able to make a single back-up copy of the **PROGRAM** received, provided the fact that the back-up copy does not circulate separately from 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 back-up copy is strictly prohibited. Furthermore, any grant, distribution, lend, rent or lease or any other type of transfer of the **PROGRAM** 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**, 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 **PROGRAM** is licensed, not sold. 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** which are exclusive property of **MICROAREA**. The **USER** agrees, where necessary, to provide any assistance and collaboration, even legal, to ensure the protection and safeguard of **MICROAREA'S** above mentioned rights against any third party.

Article 7 (Trademark). This Agreement does not grant to the **USER** any rights in connection with any trademarks or service marks of **MICROAREA**.

Article 8 (Program Support). Support for the **PROGRAM** is not provided by **MICROAREA**. Should **USER** have any questions concerning this Agreement, or if the **USER** desires to contact **MICROAREA** for any other reason, may refer to the address provided in Article 1 or the **MICROAREA** web site (www.microarea.it).

Article 9 (Validity and Duration). The present Agreement will come into effect from the first **ACTIVATION** date and will remain in force between the parties indefinitely if the purchase or **ACTIVATION** of the new modules has been carried out before 1 January 2013. If the purchase or **ACTIVATION** of the new modules was carried out after 1 January 2013, in such case the present Agreement will remain in force as long as the relating Program Updating Agreement **M.L.U.** contract is in force. Should the **M.L.U.** Program Update Agreement not be in force, the **PROGRAM** will not allow performing any type of operation having registration date following the expiry date of the **M.L.U.** Program Update Agreement. **MICROAREA** reserves the right to unilaterally terminate this Agreement at any time as foreseen by Article 13 below.

Article 10 (Warranty). **MICROAREA**, within legal restrictions, does not guarantee the functionality and good working order of the **PROGRAM** 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 **PROGRAM** and its customizations, as well as to provide any assistance, even legal, where required.

Article 11 (M.L.U. services and Compatibility). Whilst accepting the present **EULA** contract, the **USER** unconditionally and contextually also accepts the Program Updating Agreement **M.L.U.** contract subject to fee, starting date being the same as the EFFECTIVE DATE, and will be operative for the following twelve months. The **PROGRAM** is sold as a collection of modules or as separate modules withstanding the fact that all modules, in order to be installed and activated, need to belong to the same version. Should the **USER** purchase new modules, these can belong to versions issued after the version of the modules previously purchased, or received during an update; in this case, the latter modules can be updated free of charge if the **USER** has subscribed and is covered by the **M.L.U.** service. In case of the **USER** not being subscribed nor covered by the **M.L.U.** service, the **USER** himself can decide whether to re-purchase all necessary modules and proceed with the updating to the most recent product version available, or decide to avoid installing the newly purchased modules, which are not compatible.

Article 12 (Liability). In no event **MICROAREA** be liable for any damages, claims or costs whatsoever or any consequential, direct or indirect, incidental damages, or any lost profits or lost saving, incurred by the **USER** and/or third parties, from original or emergent flaws in the **PROGRAM** and/or its 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 **PROGRAM** and, in any case, may not make claims for amounts higher than that paid for the **PROGRAM**. **THE USER** may not transfer any liability to **MICROAREA** if the **DOWNLOAD** service of the **UPDATES** via Internet does not work due to any type of reason (the following are just some simple examples: blocking of the net, black-out of the provider, failure of the **USER's** band etc...)

Article 13 (Legal termination). In the event of even only partial breach of Agreement by the **USER**, **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, without prejudicing the right to further damage compensation. Within 30(thirty) days of the communication of the termination of this Agreement, the **USER** must return the original and any copy of the **PROGRAM** obtained under this Agreement without ensuing rights to compensation or reimbursement of any amounts for any reason.

Article 14 (Contingent obligations). The **PROGRAM**, 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 13 respectively, are valid even after the termination of this Agreement.

Article 15 (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 16 (Agreement interpretation). Any doubts on the interpretation of one or more clauses in this Agreement must be resolved in favor of **MICROAREA.**

Article 17 (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.

Article 18 (Version not intended for sale). This Agreement authorizes the **USER** to use the **PROGRAM** in the version not intended for sale and with standard **ACTIVATION**, for solely demonstrative purposes and only with the test data explicitly prohibiting the use of the **USER'S** real company data. **MICROAREA** reserves the absolute and undeniable right to suspend and/or void, at any time and upon its incontestable opinion, this end user license without providing the right to compensation or reimbursement of any amount for any reason.

Article 19 (Multi-Company Extension). If the **PROGRAM** includes the specific extension named "Multi-Company Extension", identified by specific serial numerations (as mere example; the inscription MULT in the product serial code), **MICROAREA** authorises the **USER** to utilise the **PROGRAM**, permanently and always on one single **SERVER**, but with different companies **DATABASES** (the companies having to be "Connected" or "Controlled" by the **USER**). Furthermore, such Extension authorises the **USER** to manage multiple databases for companies not necessarily controlled or connected to the **USER** himself only if the main and prevailing core business of the USER (as described in its articles of association) is the accounting management of third party companies.

Article 20 (Standalone Extension). If the **PROGRAM** includes the specific extension named "Standalone Extension", identified by product specific serial numerations (as mere example; the inscription STDL in the **PROGRAM** serial codes), **MICROAREA** authorises the licensee **USER** to use a further installation of the licensed **PROGRAM** exclusively for a single unassigned namely user account, hence excluding the contemporary utilisation by more users. Any form of utilisation of the program with operative data belonging to a Company other than the licensee, is firmly prohibited.

Article 21 (Test Extension). If the **PROGRAM** includes the specific extension named "Test Extension", identified by product specific serial numerations (as mere example; the inscription TEST in the **PROGRAM** serial codes), **MICROAREA** authorises the licensee **USER** to utilise the **PROGRAM** exclusively for testing reasons, with a maximum of two simultaneous users and using the data of the licensee User only. Any form of utilisation of the program with operative data belonging to a Company other than the licensee, is firmly prohibited.

Article 22 (Backup Extension). If the **PROGRAM** includes the specific extension named "Backup Extension", identified by product specific serial numerations (as mere example; the inscription BCKP in the **PROGRAM** serial codes), **MICROAREA** authorises the licensee **USER** to utilise the backup installation exclusively in the moment and for the time in which the **SERVER**, on which the license is normally operative, is out of order. Any form of utilisation with operative data belonging to a Company other than the licensee, is firmly prohibited.

Article 23 (Utilisation of Easy Builder). If the **PROGRAM**, as in the original version issued by Microarea, has been modified by using the development environment named "**EasyBuilder**", such modification can be used only if created and installed before the expiry date of the **M.L.U.** contract regarding the Program itself.