

## End User Software License Agreement

Please carefully read the contents of the following agreement ("**Agreement**"). It should be noted that by clicking the "Accept" button or, in any case, using the "LightBook" software ("**Software**") in any way, the user ("**Licensee**") declares to have read and understood the contents of the Agreement, accepting to be bound by the terms of the Contract itself, in the name and on behalf of the legal person for which he is entitled to act or in the name and on behalf of himself, with the company Silentwave S.r.l.s., VAT nr. IT04698570266, with registered office in Italy, Treviso, 34 via Riccati, CAP 31100, ("**Silentwave**").

### Art. 1 - License

**1.1** Silentwave grants the Licensee, who accepts, some property rights in the Software ("**License**").

**1.2** The License relates exclusively to the specific right of use of the Software, consisting of the download, installation and use of it. The License does not relate to the right to distribute, reproduce, modify and re-elaborate the Software, notwithstanding the provision of art. 3.2 of the Contract.

**1.3** The License is for consideration (with the exception of the Essential License, as defined below), non-exclusive, non-transferable, revocable, for a fixed period, and without territorial limits.

**1.4** The Licensee understands that the property rights in the Software referred to in art. 1.2 are not sold but granted for use in favor of the Licensee, keeping Silentwave the exclusive ownership of the same rights.

**1.5** The following kind of License can be granted:

LICENSE	DESCRIPTION
Modulo Room	The Licensee uses the Software for professional purposes, in accordance with the provisions of art. 12.
Modulo Desk	The Licensee uses the Software for professional purposes, in accordance with the provisions of art. 13.
Modulo People	The Licensee uses the Software for professional purposes, in accordance with the provisions of art. 14.
Modulo Signage	The Licensee uses the Software for professional purposes, in accordance with the provisions of art. 15.
Modulo View Point	The Licensee uses the Software for professional purposes, in accordance with the provisions of art. 16.
LightBook Manager	The Licensee uses the Software for professional purposes, in accordance with the provisions of art. 17.

On Premise	The Licensee uses the Software for professional purposes, in accordance with the provisions of art. 18.
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## **Art. 2 - Charge**

**2.1** The License is granted upon payment of a fee ("**Fee**") established according to the kind of License ordered by the Licensee.

**2.2** Once the License has been selected, Silentwave shall send the Licensee an e-mail message containing the summary of the service purchased ("**Order Confirmation**").

**2.3** Within seven (7) days from the date indicated in the Order Confirmation, the Licensee is required to complete the check-out procedure by making the payment of the Fee in favor of Silentwave, according to the agreed methods, under penalty of cancellation of the Order confirmation.

## **Art. 3 - Restrictions**

**3.1** Pursuant to the combined provisions of articles 19 and 119, fourth paragraph, L. 633/41, the exercise by the Licensee of the rights granted pursuant to art. 1 of the Agreement does not exclude the exclusive exercise of other rights of which Silentwave is entitled, as owner of the property rights on the Software.

**3.2** In particular, the Licensee is expressly prohibited from:

- 1) modifying, reconfiguring, translating, disassembling, decompiling, decrypting, adapting, organizing or creating derivative works based on the Software, reverse-engineering, tracing or attempting to trace any algorithm, method or technique used in the Software or, in any case, to re-elaborating the Software in any way, even in derogation of articles 64 ter, first paragraph, and 64 quater, first paragraph, L. 633/41, given that the Licensee expressly acknowledges and accepts that any correction of technical errors on the Software, any form of reproduction aimed at achieving the interoperability of the Software with other software, also created independently by the Licensee, or any implementation of the Software functionalities and / or reconfiguration of the same shall always and in any case firstly be entrusted to Silentwave. With specific reference to the case in which the request for modification of the Software code is aimed at achieving the interoperability of the Software with other software, Silentwave, pursuant to art. 64 quater, first paragraph, lett. b), L. 633/41, shall promptly provide the Licensee with the information necessary to achieve interoperability. Only in the event of Silentwave's refusal to carry out such modifications and / or technical interventions requested by the Licensee, the Licensee will be free to exercise the right to modify the Software;
- 2) using any equipment, device, software or other means to circumvent or remove any form of technical protection used by Silentwave in connection with the Software;
- 3) duplicating, distributing, selling or sublicensing the Software or portions of the Software's source code or assigning any exclusive rights of economic use to the Software to third parties.

**3.3** It is understood the right of the Licensee, pursuant to art. 64 ter, second paragraph, L. 633/41, to

carry out or authorize the reproduction, permanent or temporary, total or partial, of the Software in order to make a backup copy of the data ("**Backup Copy**"), if the Backup Copy is required to use the Software and provided that the Backup Copy works only and exclusively if the Software cannot function. In this respect, the Licensee shall reproduce on the Backup Copy the information relating to copyright and any other information relating to the property rights on the Software, as better defined in art. 9 of the Contract.

**3.4** Silentwave has the right to check and verify the use of the Software by the Licensee to verify compliance with the conditions of use provided for in the Agreement.

#### **Art. 4 - Updates**

**4.1** Silentwave reserves the right to modify or implement the Software, at its own discretion ("**Updates**"), during the term of the Agreement.

**4.2** The Licensee may choose whether to receive and install Updates automatically or manually.

**4.3** In case of automatic Updates, the Licensee will be able to know the content of the update by accessing the platform <https://my.silentwave.eu>. In the event of manual Updates, Silentwave shall communicate to the Licensee, with an accurate description, the subject of the Updates and the discretionary or mandatory nature of the Updates. This communication shall be sent by e-mail to the address indicated by the Licensee during the account registration process.

**4.4** The Updates shall be automatically considered accepted by the Licensee if, within thirty (30) days from the date of the e-mail referred to in the previous paragraph, the Licensee does not expressly communicate to Silentwave the will not to accept the installation of the Updates.

**4.5** Following an unquestionable technical evaluation, Silentwave shall resolve any bug on the Software found out and communicated by the Licensee.

**4.6** Updates and any other support services are provided by Silentwave only to Licensees of the original Software. It is understood that updating non-original software with Updates from Silentwave does not make the initial version or the updated version original and, in this case, the Licensee shall have no right to use the Software.

#### **Art. 5 - Maintenance**

**5.1** Silentwave shall provide technical support to the Licensee ("**Support**") only and exclusively through the website <https://support.silentwave.eu>, upon opening of a ticket by the Licensee.

**5.2** Silentwave shall process requests for Support within three (3) working days from the opening of the ticket.

**5.3** No Support shall be provided to the Licensee who exercises the "Beta Testing" option, as better defined below, nor to the Licensee who does not agree to install the Updates, in accordance with the provisions of art. 4.3 of the Contract.

## **Art. 6 - Duration and renewal**

**6.1** The Agreement has a minimum duration of twelve (12) months, renewable.

**6.2** Within thirty (30) days prior to the expiration of the Agreement, Silentwave shall send the Licensee notices of disable, indicating how to renew the Agreement. In case the Licensee does not exercise the right to renew the Agreement, the Software shall be automatically disabled at the end of the Agreement.

## **Art. 7 - Revocation**

**7.1** Silentwave reserves the right to revoke the License at any time, without prior notice, in the event that the Licensee is in breach of any terms and conditions of the Agreement.

**7.2** In particular, if the Licensee infringes the terms and conditions provided for by art. 3.2 of the Agreement, Silentwave shall send a formal notice to the Licensee, by e-mail, inviting the Licensee to regularize its status by remedying the infringement committed, no later than thirty (30) days from the date of notification of the notice. If the infringement still persists beyond the aforementioned term, Silentwave reserves the right to revoke the License at its own discretion, without further notice to the Licensee.

**7.3** In the case of a Professional and Enterprise License, Silentwave reserves the discretionary right to temporarily suspend or revoke the License in respect of individual users, employees of the Licensee or Contributors, incurring serious breach of the Agreement.

## **Art. 8 - Intellectual property**

**9.1** The Licensee acknowledges that, pursuant to art. 12, second paragraph, L. 633/41, Silentwave holds the ownership of the exclusive rights of economic use on the Software and the License does not grant the Licensee any rights on the original source code. All the techniques, algorithms and procedures contained in the Software, including, pursuant to art. 2, Legislative Decree 518/92, the preparatory materials such as flow charts and sequence descriptions, as well as the contents represented in any additional documentation to the Software such as, by way of example and not exhaustive, any user manual, constitute information protected by copyright and are the exclusive ownership of Silentwave.

**8.2** The Licensee agrees that the Software expressly refers to Silentwave, as the owner of the property rights in the Software.

**8.3** The ownership of the rights connected with "LightBook" trademark or any distinctive mark or name shown in connection with the Software belongs entirely to Silentwave.

**8.4** The Licensee is permitted to disclose information relating to the Software provided that it expressly refers to Silentwave's authorship.

## **Art. 9 - Limitation of liability**

**9.1** The Software is accepted by the Licensee on the basis of the technical and functional features as well as the implementation potential represented by Silentwave in the pre-contractual negotiations.

**9.2** In particular, the Licensee acknowledges and accepts that, except in the case of willful misconduct or gross negligence, Silentwave shall not be liable for any damage, deriving from or in any way connected with the installation, use and performance of the Software and / or the documentation to the Software. To the extent permitted by law, Silentwave explicitly excludes any type of guarantee in relation to the Software, including in particular any guarantee regarding its suitability for particular uses and the existence of precise technical quality requirements.

**9.3** Silentwave also assumes no liability for the correct functioning and safety of the devices, hardware and software, adopted by the Licensee to use the Software, nor for the regular functioning of electric or telephone lines or other factors external to its organization that may affect the correct functioning of the Software. In particular, since Silentwave cannot guarantee the security or confidentiality of electronic communications, Silentwave shall not be liable for any loss or damage that the Licensee should suffer as a consequence of the transmission of such communications in the use of the Software.

**9.4** In the event of any malfunctions of the Software or in the event of temporary interruptions of the Software performance due to the installation of Updates operated by Silentwave, at the express request of the Licensee, Silentwave shall not be liable for any losses borne by the Licensee or by third parties, such as, by way of example, loss of profit, costs of restoring the activity, civil liability towards third parties.

**9.5** The Licensee acknowledges and accepts that, in the event of deletion of data, such contents cannot be recovered by Silentwave using recovery software provided by Silentwave.

**9.6** In the event that the Licensee communicates to Silentwave, according to the provisions of art. 4.2, the will not to accept the Updates, Silentwave shall not be held responsible for malfunctions of the Software in any way.

## **Art. 10 - Prohibition on assignment**

**10.1** It is prohibited to the Licensee to assign the Agreement, or any individual rights arising from it, in favor of third parties, without the express consent of Silentwave.

## **Art. 11 - Termination**

**11.1** Silentwave has the right to invoke the legal termination, according to art. 1456 of the Italian Civil Code, by sending formal notice to the Licensee, by PEC, with immediate effect, following the occurrence of even one of the following serious breaches:

a) subjecting the Licensee to bankruptcy or other insolvency proceedings that prevent the Licensee from

fulfilling the obligations established by the Agreement;

b) transfer of all or part of the Agreement or of individual rights to the Software, without Silentwave's prior consent;

c) failure by the Licensee to pay the Fee.

**11.2** Without prejudice to the application of the express termination clause referred to in the previous paragraph, in the event that the Licensee does not precisely fulfill the obligations provided by the Contract, Silentwave, according to art. 1454 of the Italian Civil Code, may send a formal warning to fulfill, assigning the Licensee a minimum term of fifteen (15) working days, or other longer term deemed suitable by Silentwave, at the same time giving express warning that, once this term has elapsed, the Agreement shall be considered terminated.

**11.3** However, Silentwave's right to compensation for any further damage remains unaffected.

### **Art. 12 – Room Module License**

**12.1** The Room Module License Licensee uses the Software for consideration, for professional purposes, according to the following conditions and methods:

	LICENSEE
Number of manageable rooms	1

### **Art. 13 – Desk Module License**

**13.1** The Desk Module License Licensee uses the Software for consideration, for professional purposes, according to the following conditions and methods:

	LICENSEE
Number of manageable desks	1

### **Art. 14 – People Module License**

**14.1** The People Module License Licensee uses the Software for consideration, for professional purposes, according to the following conditions and methods:

	LICENSEE
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Number of manageable people	200
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**Art. 15 – Signage Module License**

15.1 The Signage Module License Licensee uses the Software for consideration, for professional purposes, according to the following conditions and methods:

	LICENSEE
Number of manageable screens	1

**Art. 16 – View Point Module License**

16.1 The View Point Module License Licensee uses the Software for consideration, for professional purposes, according to the following conditions and methods:

	LICENSEE
Number of manageable devices	1

**Art. 17 – LightBook Manager License**

17.1 The LightBook Manager License Licensee uses the Software for consideration, for professional purposes, according to the following conditions and methods:

	LICENSEE
Number of additional admin users	1

**Art. 18 – LightBook Manager License**

18.1 The On Premise License Licensee uses the Software for consideration, for professional purposes, according to the following conditions and methods:

	LICENSEE
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**Art. 19 - Beta Testing**

**16.1** In case of exercise of the "Beta Testing" option, available only for Professional or Enterprise License Licensee, the Licensee undertakes to use a non-definitive version of the Software ("**Software Beta**"), in order to test its functionality and highlight critical issues, according to previously established methods, following specific instructions from Silentwave ("**Beta Test**").

**19.2** The Licensee exercising the "Beta Testing" option recognizes and accepts from now on the confidential nature of the information relating to the Beta Test and shall maintain absolute confidentiality regarding the existence of the Beta Software and the Beta Test as well as any technical assessments relating to the Beta Test. This confidentiality commitment binds the Licensee for a further two years period following the end of the Beta Test.

**19.3** The Licensee exercising the "Beta Testing" option accepts that an application is installed on his Device transmitting information to Silentwave relating to the operation of the Software.

**19.4** Without prejudice to the provisions of art. 11 of the Contract, the failure by the Licensee in fulfilling the obligations referred to in the third paragraph of this article entails the automatic termination of the Contract.

**19.5** It is understood that Silentwave has no obligation towards the Beta Testing Licensee to develop and release any final version of the Software.

**Art. 20 - Applicable law**

**20.1** This Agreement is regulated by the Italian law.

**Art. 21 - Disputes**

**21.1** Any dispute arising on the interpretation, validity, effectiveness, execution or termination of the Contract, in the event of its lack of amicable settlement, shall be devolved in advance to the mediation attempt according to the provisions of the Civil and Commercial Mediation Regulations of the Arbitration Chamber of Milan, which the Licensee expressly declares to know and accept in full.

**21.2** If the conciliation attempt fails, the dispute shall be referred to the exclusive jurisdiction of the Court of Milan.

ACCEPT



**Art. 22 - Final clauses**

**22.1** According to art. 1341 and 1342 of the Italian Civil Code, the Licensee declares to specifically approve, after reading, the following clauses: art. 3 (Restrictions); art. 4 (Updates); art. 7 (Revocation); art. 9 (Limitation of liability); art. 10 (Prohibition of assigning); art. 11 (Termination); art. 17 (Disputes).

ACCEPT