

USER LICENSE AGREEMENT

IMPORTANT

Read carefully before using the software

This is a legal contract between you, OEM, SYSTEM INTEGRATOR or FINAL USER (hereinafter also referred to as user) and the company ASEM S.r.l. (hereinafter "ASEM").

Before continuing to use the software components of the platform called "PREMIUM HMI", included IIoT CLOUD CONNECTOR solution, (hereinafter also referred to only as "SOFTWARE"), it is necessary to read, understand and accept the conditions of the user license are stated below.

A copy of the user license contract may be found also inside the purchase package of the software and/or of the system in which the software can be preinstalled.

If you do not accept the terms and conditions of this contract, after having applied for an RMA (Return Material Authorization), you will be able to return the software/system you purchased, in its original package.

1. LICENSING CONDITIONS

Upon payment of the agreed amounts for the purchase of the software platform PREMIUM HMI and/or of the systems including components of this software platform, ASEM grants to the purchaser (OEM, System Integrator and/or final user) a non-exclusive user license for the use of one copy of the software, in accordance with the terms and conditions of this contract.

In the case the user is afterwards provided with software upgrades, the same could be used only and exclusively in connection with user license firstly purchased.

The user can't modify the software, in particular the one necessary to enable the contents of the different versions of the user license software.

The non-payment of the agreed amounts for the purchase of the software and/or the system including the software will cause the immediate revocation of the user license.

2. CHOOSING THE SOFTWARE

The choice of purchasing the PREMIUM HMI and IIoT Cloud Connector software and/or the systems in which the software is installed has been made by you after evaluating your specific needs and therefore you are the only person responsible for this choice. The software you purchased, covered by this user license, is meant to carry out only operations/functions indicated in the user manual, according to its features and technical specifications.

3. INSTALLATION AND USE

The components of the PREMIUM HMI software platform are the development system "PREMIUM HMI STUDIO", the different versions of PREMIUM HMI Runtime and IIoT CLOUD CONNECTOR Runtime for WIN CE and WIN 32/64 operating systems and can be used with a user license in two different versions: (1) *purchased user license* or (2) *free user license for evaluation (DEMO)*.

1 Purchased user license.

The user license of IIoT CLOUD CONNECTOR Runtime can be purchased and used only in combination with Premium HMI Runtime

The user, when purchasing for the first time the user license of one of the Runtime versions of the PREMIUM HMI platform and/or of the systems that include it, must also perform a one-off purchase of a user license of the development system "PREMIUM HMI STUDIO". The license for "PREMIUM HMI STUDIO" gives the right to install this development environment on any WIN 32/64 system owned by the user, gives the right to perform multiple installations and can be shared and used at the same time by more user operators. Otherwise, the user license for the Runtime of PREMIUM HMI and IIoT Cloud Connector must be purchased for each system on which it is preinstalled or will be installed. However, it can be transferred and in any case gives right to a single installation.

2 Free user license for evaluation (DEMO).

The user can use free-of-charge, for a specific time period, a copy of each Runtime of the PREMIUM HMI platform, without having purchased a user license. The user gains the right to use the software, for evaluation and testing purposes only, with the subsequent technical limitations. The user gains no warranty right and no right of use on the software itself.

4. COPYRIGHT, COPIES AND TRAFER

The software, all its components and documentation are ownership and property of ASEM and its suppliers. The structure, organization and code of the software are important business secrets and confidential information owned by ASEM and its suppliers. The software is protected by laws, including, for a non-comprehensive illustrative purpose, the laws on copyright of the Republic of Italy and of other countries and the prescriptions of international treaties, the norms on the protection of international trademarks and the laws and international treaties on Copyrights.

Except for what is expressly established by this contract, it grants to the user no intellectual property right on the software. All the rights not expressly granted are reserved by ASEM and its suppliers.

The copy of the software is granted to the user only under the user license. Therefore, the user does not have any purchase rights on the software, nor on its source codes, but only the right to use it.

The user is authorized to make a copy of the software solely for:

- a) creating a backup copy to be stored in an archive;
- b) transferring the software on a mass storage unit of a different kind, with the aim of creating a backup copy.

The user cannot use copies of the software for aims different from those expressly authorized by applicable laws. Furthermore, the user can't copy, nor reproduce, the printed materials he may have purchased with the software.

The user is expressly forbidden from:

- a) entrusting the use of the software to third parties, in the form of rental and/or free-of-charge use;
- b) duplicating the software and the documentation beyond what is granted and authorized;
- c) decompiling or decoding the software;
- d) changing, modifying or adapting the software and documentation or parts of them.

The user can permanently transfer the software and the eventually accompanying printed materials to third parties, thus transferring this user license contract. The third party fully agrees with its terms, without any reserve and/or exception. Through the transfer, the user loses any rights to use license and he is not allowed to retain any copy of the software or documentation.

5. LIMITED WARRANTY

The user expressly declares to have already examined the software and found it suitable for the purpose he intend to use it. It is exclusive responsibility of the user to determine whether the purchased PREMIUM HMI and IIoT Cloud Connector software is suitable for the purpose they intend to use it, by taking into consideration any and all risks that may occur in connection to the various applications for which the software can be used.

Any software improvements or modifications required or reported by the user will be examined by ASEM. Upon its unquestionable evaluation, ASEM may consider carrying them out, with times and costs to be established in writing and separately from this user license contract.

The use and management of the software are full exclusive responsibility and burden of the user. In no case shall ASEM be made liable for any software damages in connection with and/or caused by quality defects, defects of usage and usability of the software or by an incorrect use of the software by the user. ASEM will not be held responsible for direct and/or indirect damages, incidental or consequential loss of data or loss of profits by the

user due to possession of or using this software.

The user expressly agrees to relieve ASEM from and against all liability for any injury to damages to persons and/or property, deriving from the direct or indirect use of this software, even when caused by the malfunctioning of this software.

ASEM warrants the software conformity to the technical specifications described in the supplied accompanying documentation and that this software is capable of carrying out only those operations described within this documentation. All the eventual software functions which are not indicated in the accompanying documentation will not be warranted. ASEM does not warrant that the documentation is free of errors or inaccuracies.

ASEM will not give any warranty other than that expressly established by this article.

This limited warranty cannot be applied to damages or defects due to accidents, negligence or abuse or misapplication by the user.

6. NO OTHER WARRANTIES

The limited warranty indicated at the previous point is the sole and exclusive warranty. ASEM and its OEMs and System Integrators supply no other warranties or conditions, neither explicit, nor implicit or other, and absolutely disclaim any other further warranty condition.

7. LIMITED LIABILITY

Except for what is differently disposed by mandatory norms of law, in any case and for no reason, shall ASEM or its OEMs and System Integrators be liable towards the end user for any damage, expense or cost deriving from a reparation or replacement of the product; nor shall they be liable for any damage directly or indirectly caused by the use or the impossibility of use of the PREMIUM HMI program, of the media and of the accompanying documentation, even in the case if ASEM had been warned of the possibility of such damages to occur.

However, in no case shall ASEM or its OEM and System Integrators be liable for damages to third parties exceeding the price of the purchased user license of the software.

8. RESCISSION OF THE CONTRACT AND REVOCATION OF THE LICENSE

ASEM will have the right to revoke the user license of the software and to rescind this contract, with immediate effect, communicating this by means of a registered letter with acknowledgement of receipt, in compliance with article 1456 of the Italian Civil Code, in the following cases:

- a) violation of the commitments described in articles 1), 3) 4), 9), 10) of these contractual conditions;
- b) non-fulfilment.

The rescission of this contract due to an event and/or negligence attributable to the user, gives rise to a compensation for the damage brought to ASEM, also in relation to the maximum damage brought, to be estimated on the base of the various non-fulfilment cases indicated at the following point.

In the case of rescission, revocation or expiry of the user license, the user agrees to immediately destroy the software, the created

copies and the documentation, promptly notifying this to ASEM, if not requested by ASEM to immediately return them.

9. PROTECTION OF THE INFORMATION MATERIAL – INDUSTRIAL AND INTELLECTUAL PROPERTY

All the information materials in possession of the user in accordance with the above contractual conditions, has to be considered under the protection of the laws on copyright of the Republic of Italy and of other countries and the prescriptions of international treaties, of the norms on the protection of international trademarks and of the laws and international treaties on Copyrights.

All registered trademarks, unregistered trademarks and any other identification marks appearing on the software and on the documentation connected or provided, printed or not printed, remain the ownership of ASEM. No right on them is gained by the user through this contract.

10. PERSONAL DATA PROTECTION AND PRIVACY

In the fulfilment of its commitments under this contract, ASEM, in compliance with the provisions of EU Regulation 2016/679 (GDPR) and Legislative Decree no. 196 of 30 June 2003 on the Protection of Personal Data, is committed to keeping confidential the information, including any personal data that may be protected under the aforementioned law, relating to the activities of the user of which it may become aware in the performance of the services required and regulated by this contract and also guarantees that such information is protected under the law.

ASEM also guarantees that all this information is protected according to law. Furthermore, ASEM is committed to ensure that all this information, especially that regarding personal data subject to protection, is kept confidential by its personnel and by the personnel appointed upon its suggestion.

11. MISCELLANEOUS

This is the only agreement between ASEM and the user, and substitutes any other agreement, whether written or oral, relating to the software or systems purchased by the user.

Both parties disclaim the application of the United Nations Convention on the International Sale of Goods.

This license agreement is governed by the laws in force in the State of Italy, without reference or conflict with different legislations.

Any dispute arising out of this agreement shall be resolved exclusively in the Italy and be exclusive competence of the Court of Udine (Italy).

If any clause of this agreement or a part of it is declared invalid, the invalid part won't determine the nullity of this contract, which will remain valid for what regards all the other conditions.

The download from ASEM website, the installation on a mass storage unit of a different kind and the use of the software by the user, determine the conclusion of the user license contract and therefore the complete acceptance of these conditions, without any reserve and/or exception.

The user declares not to be a consumer and declares to have chosen this software to use it according to the conditions stated in this license, for professional and/or productivity purposes and not for personal use.

Software components of PREMIUM HMI platforms and related updates are available on the website asemautomation.com