EULA (END-USER LICENCE AGREEMENT)

TERMS AND CONDITIONS OF LICENCE USE

This license agreement is an agreement between the Client (hereinafter referred to as the "Client") and Xenialab (hereinafter referred to as the "Licensor") in relation to the Application that enables the Client's use of the Service marketed through direct sale by Xenialab.

The Client and the Licensor are also jointly referred to as the "Parties".

The use of the Application is subject to the specific conditions indicated below (the "License") that the Client is required to accept and to make the Users (meaning the employees or equivalents of the Client) who may use the Application accept them and guarantee their compliance.

The Customer is requested to read carefully the specific terms and conditions contained in this Licence as they govern the Customer's use of the Application. If the Client does not accept the Licence it must refrain from using the Application in any way.

1. Grant of Licence

Licensor grants to the Client a limited, non-sublicensable, personal, non-exclusive, revocable and non-transferable licence of the Application for the sole purpose of accessing and using the Service for the User's business purposes only and subject to the terms of use set out in the Terms and Conditions. The rights of use granted under this Licence are granted and not sold or transferred to the User.

1.1 Trial Licence

In the case of a Trial Licence,the Customer shall be responsible for the proper configuration of the Trial Licencein accordance with theprovisions of this Agreement, the enabling of accounts and the protection of access passwords, keys, tokens or other credentials used in connection with the Trial Licence . The Client agrees to use reasonable efforts to prevent unauthorised access to or use of the Trial Licence and to promptly notify Xenialab if it believes that (a) any of the Client's credentials have been lost, stolen or made available to an unauthorised third party or (b) an unauthorised third party has gained access to theTrial Licence or the Client Data.

The Customer is solely responsible for: (a) of the Client's environment, including what is necessary to allow access and use of the TrialLicence by Authorised Users; (b) of the Account data, data and credentials (including activities conducted with the Client's credentials and any other data entered therein) . It is specified that Xenialab does not perform any processing of the data produced and uploaded by the Client, neither directly nor indirectly, not having any access to what will be uploaded in the Trial License . Consequently, any responsibility of Xenialab regarding the processing of data is excluded. Given the nature and function of the Trial License, the Client is not advised to upload personal and/or sensitive data, of which in any case the Client assumes all responsibility for any consequent use and/or violation and for any related damage, patrimonial or non-patrimonial, direct or indirect, also suffered by third parties.

2. Copyright

All titles and components, including but not limited to copyright, relating to the Application and its copies are the property ofXenialab or its suppliers. All title and intellectual property rights in and to the content accessed through use of the Application are owned by the respective owner of the content and may be protected by copyright or other intellectual property laws and treaties. This EULA does not grant you any rights to use such content. All rights not expressly granted are reserved by Xenialab.

3. Obligations and Prohibitions for the Client - Confidentiality

Without prejudice to the generality of the reservation of rights as set out in Article 4 following article it is, in particular, forbidden for the Client to:

(a) use the Application for purposes other than as expressly permitted in the accepted Terms and Conditions document ;

(b) modify, copy or reproduce adapt, translate, transcode ,decompile, integrate with Third Party Software or disassemble the Application in whole or in part

(c) assign, lend, lease, sublicense, sell, distribute, transfer, transmit, publish, make available or otherwise transfer the Application, in whole or in part, to any third party, or permit any third party to use it

(d) remove or in any way obliterate from the Application any trademark, trade name, copyright notice, or other reservation of rights notation affixed thereto or contained there in

((e) use the Application to develop or disseminate computer viruses, malware, phishing or similar applications;

(f) export the Application or parts thereof in violation of export control laws.

The Customer acknowledges and agrees that the Application contains the secret information of the Licensor and/or its licensors, including without limitation the relevant source and object codes of the Application, any information about the codes and/or logical structure of the Application and/or the techniques, methodologies embodied in or relied upon therein and, subject to the prohibitions in the foregoing paragraph, the

Customer undertakes to keep secret and not to disclose said information and content to third parties without the prior written consent of the Licensor.

Information provided by the Client to the Licensor of any kind such as feedback, data, answers, questions, comments, suggestions, projects, ideas or the like shall be deemed non-confidential, and the Licensor assumes no obligation to protect such information from disclosure. Licensor shall be free to reproduce, use, disclose and distribute such information to others without limitation, attribution or compensation of any kind, and shall have no liability for any alleged infringement or misappropriation of such information.

Xenialab S.r.l.

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4. Reservation of Rights

The Application made available to the Customer and any enhancements, modified versions or updates thereof made available by the Licensor, as well as the related copyrights and any other intellectual or industrial property rights, are the exclusive property of the Licensor and/or its licensors. The Customer declares and acknowledges that the logos, symbols identifying them and the related trademark and copyrights are the exclusive property of the Licensor and/or its assignors. The Customer does not obtain, by reason of these Licence Terms or otherwise, any rights in respect of these trademarks and distinctive signs.

The Customer does not acquire any title or right to the Application except for the Licence expressly granted in clause 1 for the use of the Service and subject to the Customer's compliance with the Accepted Terms and Conditions.

5. Liability

5.1 Licensor's Liability

The Programme is made available and licensed to the User "AS IS". Subject to applicable law, the licensor makes no warranties about the Program, expressly disclaims all warranties, express, implied and statutory, and disclaims any liability to the User and/or any third party for any direct, indirect or any other damages howsoever arising out of or in connection with the Program, its use or non-use. The User assumes all responsibility regarding the choice and use of the Programme and its compliance with their needs and expectations. You also assume all liability for direct and indirect damages, including to third parties, resulting from your illegal use of the Program.

The Licensor shall be liable to the Customer for any liability arising from the event that the Applications or their use infringe the industrial and/or intellectual property rights of third parties, and shall also assume the necessary legal defences.

5.2 Limitation of liability

Underno circumstances shall Xenialab be liable for any damages (including, but not limited to, loss of profits, business interruption, or loss of information) resulting from the use or inability to use the Application by users, even if Xenialab has been advised of the possibility of such damages. In no event shall Xenialab be liable for loss of data or for indirect, special, incidental, consequential (including lost profits) or other damages based in contract, tort or otherwise .Xenialab shall not be liable for the content of the Application or any part thereof, including, without limitation, errors or omissions therein, defamation, infringement of publicity rights, any case of data privacy violation due to inappropriate use of the software, trademark rights, business interruption, personal injury, moral rights or disclosure of confidential information .Xenialab shall not be responsible for integrating, linking or using the Application with other software or hardware products . Under no circumstances willXenialab be liable for any claims or damages due to any type of interaction made with the software or any type of module related to the Application.

6. Responsibility of the Client

The Client assumes all responsibility for direct and indirect damages, including to third parties, that may be caused to the Licensor or its assignees by the illegal use that the Client or the User makes of the Application.

The Customer shall bear all the burdens and risks associated with any damage caused in the performance of the activities covered by the Licence. Therefore, the Customer expressly undertakes to indemnify and hold harmless the Licensor from any prejudice, damage, loss, liability, cost, burden or expense, including any legal expenses and in relation to any claim and/or demand and/or action (whether of a compensatory nature and/or by way of indemnity) that has been and/or may be brought against the Licensor in any forum, by anyone, for any act or deed attributable to the Customer in relation to the exercise of the Licence.

7. Duration - Termination of the Licence

This Licence shall commence on the date on which the Customer expressly accepts the terms of the Licence and shall terminate concurrently with the termination of the service.

This Licenceis functionally linked to the Service; therefore, in the event that the Service is terminated for any reason, this Licence shall automatically terminate. In such event, the Customer shall make no further use of the Application and shall delete any information and/or documents pertaining to the Application (and copies thereof in any format) belonging to the Licensor or its licensors.

8. Data protection and GDPR compliance

Where applicable, Xenialab S.r.l. undertakes to treat personal data relating to the Client's end users in accordance with applicable data protection laws and regulations and the following: (a) with respect to personal data provided in connection with sales and marketing activities or the use of Xenialab's website, including the chat support service, Xenialab's Privacy Policy at the address on the website (b) with respect to personal data of EU residents processed in connection with the Services, the Data Processing Agreement (DPA and/or Annex 1 where applicable). The Client agrees to provide all communications and obtain all consents necessary for Xenialab S.r.l. to access and process personal and other data as specified in this Agreement.

9. Express Termination Clause

This Licence shall be deemed to be automatically terminated and forfeited, by right, pursuant to Article 1456 of the Italian Civil Code, in the event that the Client fails to fulfilany of the obligations ofArticle 2 or fails to comply with the provisions of the Licence granted under the terms of Article 1, without prejudice to the Licensor's right to compensation for damages and any other remedy at law, without the need for prior notice, in the event of such failure.

Xenialab S.r.l.

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10. Assignment

The Customer acknowledges that neither this Licence nor any of its rights and/or obligations hereunder may be assigned to a third party without the prior written consent of the Licensor.

11. Variations

The Licensor reserves the right to vary these Licence Terms at any time, prohibiting the exercise of the rights attached to it until the new terms have been accepted by the Customer. The Licensor undertakes to notify the Customer of the aforementioned changes with an indication of the effective date of the changes. This date shall be at least 30 days after the date of the Licensor's notice.

If the Client does not agree with the communicated changes, it shall be entitled to terminate this Licence by written notice sent to the Licensor under the terms and conditions set out in the accepted terms and conditions.

12. Suspension of Access to the Application

The Licensor may temporarily suspend access to the Application, for reasons including those of a technical nature, or for reasons of force majeure or supervening impossibility, even partial, notifying the Customer where possible.

13. Force majeure

Xenialab shall not be liable for the non-fulfilment or delayed fulfilment of any of its obligations hereunder if such delay or non-fulfilment is caused by circumstances beyond its control. The End User shall be obliged to accept any delayed shipment or delivery within a reasonable time.

14. Applicable Law and Jurisdiction.

The Court of Milan shall have jurisdiction over any dispute concerning this Licence. This Licence Agreement is governed by Italian law.

The End User

Company: ....

By: ....

Title: ....

Date: ....

Signature: ....

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Customer declares to know and expressly accept the following clauses 1,3,5,6,8,9,10,11,13 e 14.

The End User

Signature: _____

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