



3D+AI USER LICENSE AGREEMENT

This software license runs between the **USER** (natural or legal person) and Deep Vision Consulting Srl ("**PROVIDER**"), with a registered office in Viale Vittorio Veneto N.2, 41124 Modena, Tax Code and VAT number 03844340368.

This license defines terms and conditions of use of the 3D+AI software library ("**SOFTWARE**").

By downloading, installing, copying, incorporating into other software or otherwise using the SOFTWARE, the USER agrees to be bound by the conditions of this user license agreement ("ULA"). If the USER does not accept the terms and conditions hereof, he is not authorized to use the SOFTWARE.

1. GRANT OF LICENSE TO USE THE SOFTWARE

PROVIDER grants the USER, who accepts, the sole, non-exclusive license to use the SOFTWARE, as well as any other accompanying material (e.g. documentation, manuals, protection key, etc). The SOFTWARE is not sold, but licensed. The ULA does not include the right to obtain the SOFTWARE in source format, nor to have the related logical and/or project documentation.

2. DESCRIPTION OF OTHER RIGHTS AND RESTRICTIONS

The USER has the right to:

- use or re-install the SOFTWARE on the specific systems for which the SOFTWARE was developed by PROVIDER;
- make a backup copy of the SOFTWARE, provided that the same is not used for purposes other than archiving.

The USER is prohibited from

- distribute copies of the SOFTWARE individually or in conjunction with other software;
- lease, rent, sublicense, sell, assign rights to or transfer rights from the SOFTWARE, allow partial copying of the SOFTWARE on the computers of other individuals or entities, except as may be granted in accordance with this license;
- remove or alter any copyright notices relating to the SOFTWARE;
- run the SOFTWARE in debugger mode;
- perform "reverse engineering" procedures, decode, decompile, disassemble or attempt in any other way to trace, even only in part, the source code of the SOFTWARE without prior explicit authorization from PROVIDER which cancels this limitation;
- translate, adapt, transform or modify the SOFTWARE. If the adaptation, transformation or modification activities are necessary to achieve interoperability with other software programs, pursuant to art. 64^{quater} of the law 22 April 1941, no. 633 and subsequent amendments, the USER undertakes to notify PROVIDER of these activities before they start and sufficiently in advance in order to be able to verify the existence of a faster and easier accessibility to the information necessary to achieve interoperability;
- export or re-export the SOFTWARE as any other accompanying material to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United Nations, U.S. Department of Treasury, U.S. Department of Commerce or U.S. Department of State;
- use the SOFTWARE as any other accompanying material in relation to nuclear, biological or chemical weapons or missile systems capable of delivering the same, or in the development of any weapons of mass destruction.

3. COPYRIGHT AND INTELLECTUAL PROPERTY

PROVIDER retains all copyright in the SOFTWARE and accompanying material, if any. The SOFTWARE is protected by copyright and intellectual property laws and treaties.



The structure, organization and code of the SOFTWARE are important trade and industrial secrets of PROVIDER. Unauthorized reproduction of the SOFTWARE or accompanying material, as well as failure to comply with the aforementioned restrictions, will automatically constitute grounds for termination of this ULA.

The ULA does not grant the USER any intellectual property rights or rights relating to registered trademarks and any other service marks used by PROVIDER. PROVIDER reserves all rights not expressly granted herein. PROVIDER owns the name, copyright and intellectual property rights relating to the SOFTWARE.

4. LIABILITY CLAUSE AND DISCLAIMER OF WARRANTY

The USER acknowledges and agrees that, in the event of a breach of this ULA, the USER shall be liable for any damages caused, up to the amount paid by the USER for using the SOFTWARE during the past 3 years. This limitation of liability is without prejudice to any additional indemnity that may be sought for any greater injury suffered and shall not apply to any liability arising from the USER's intentional misconduct, willful negligence, or any violation of applicable laws or regulations.

In the event of any claim or potential liability, both parties agree to take reasonable steps to mitigate any damages and to cooperate fully in any investigation or resolution process.

The USER shall promptly notify the PROVIDER in writing of any known or suspected breach of this ULA, including any potential claims arising therefrom, allowing the PROVIDER an opportunity to rectify the breach or mitigate damages.

The SOFTWARE is provided without warranty of any kind by PROVIDER, express or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. Furthermore, PROVIDER does not guarantee that the functions contained in the SOFTWARE are suitable to meet the USER's needs, work properly in any combination, work in an uninterrupted manner or are free from defects.

The warranty waiver contemplated here is to be interpreted according to the applicable law and will be ineffective in the part that should be incompatible with the mandatory provisions of the applicable law.

The USER agrees that the use of the SOFTWARE is at his sole risk and acknowledges that, due to the large variety of potential applications, the SOFTWARE has not been tested in all possible situations in which it could be used. The USER has the burden and responsibility for the selection, installation, use and management of the SOFTWARE in order to achieve the desired result. PROVIDER will not be responsible in any way for the results obtained through the use of the SOFTWARE.

PROVIDER is exempt from any liability, compatibly with the provisions of the applicable law, for any damage, direct or indirect, of any kind and species (including, by way of example, damages for loss or loss of earnings, business interruption or other pecuniary losses), deriving from or connected to the use or non-use of the SOFTWARE, to its incorrect use by the USER or consequent to defects in the same SOFTWARE, even if PROVIDER has been advised of the possibility of the occurrence of such damages.

This limitation of liability has the purpose of excluding compensation for any direct, indirect, incidental, consequential, special and punitive damages, whether the claim for compensation is based on this ULA or whether it is a claim of a non-contractual nature or of any other type (with the exception of damages caused by willful misconduct or gross negligence of PROVIDER).

5. APPLICABLE LAW AND JURISDICTION

This ULA is written in compliance with Italian law, to which it is subject. If, for any reason, one of the conditions of the ULA, or a part of it, is held invalid or unenforceable, the remaining conditions will retain their full validity and applicability according to the law.

All disputes that may arise in relation to the ULA are referred to the exclusive jurisdiction of the Court of Modena, Italy.

Deep Vision Consulting S.r.l.

www.deepvisionconsulting.com | info@deepvisionconsulting.com | Tel. +39 059 8678417

Tax Code and VAT number 03844340368 | REA MO - 422631 | Share capital €10,000.00

Registered Office: Viale Vittorio Veneto N.2, 41124 Modena | Headquarters: Via Capilupi 21, 41122 Modena