

Copyright © 1998-2008 XXX S.p.A.

#### Licence Agreement for XXX Software

By using or distributing this software (or any work based on the software) you shall be deemed to have accepted the terms and conditions set out below.

XXX S.p.A. ("XXX") is making this software freely available on the basis that it is accepted as found and that the user checks its fitness for purpose prior to use.

This software is provided 'as-is', without any express or implied warranties whatsoever. In no event will the authors, partners or contributors be held liable for any damages, claims or other liabilities direct or indirect, arising from the use of this software.

XXX will from time to time make software updates available. However, XXX accepts no obligation to provide any support to free licence holders.

XXX grants you a limited non-exclusive licence to use this software for any purpose, including commercial applications and redistribute it freely, subject to the following restrictions:

1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software.
2. You must not alter the software, user licence or installer in any way.
3. This notice may not be removed or altered from any distribution.
4. You may not resell or charge for the software.
5. You may not reverse engineer, decompile, disassemble, derive the source code of or modify [or create derivative work from] the program.
6. You must not use XXX Software to engage in or allow others to engage in any illegal activity.
7. You may not claim any sponsorship by, endorsement by, or affiliation with our company.
8. You acknowledge that XXX owns the copyright and all associated intellectual property rights relating to the software except to the extent that the software includes identifiable separate components originating from the XXX Software.

This software licence is governed by and construed in accordance with the laws of Italy and you agree to submit to the exclusive jurisdiction of the Italian courts.

#### 1. Licensed Uses and Restrictions.

AEThe XXX Software applications, documentation, and local computer files installed or utilised by the installer application (collectively, the "XXX Software") are owned by XXX, and are licensed to you on a worldwide (except as limited below), non-exclusive, non-sublicenseable basis on the terms and conditions set forth herein. This Software Licence defines legal use of the XXX Software, all updates, revisions, substitutions, and any copies of the XXX Software made by or for you. All rights not expressly granted to you are reserved by XXX or their respective owners.

A. YOU MAY install and personally use the XXX Software and any updates provided by XXX (in its sole discretion) in object code form on a personal computer owned or controlled by you and may use the XXX Software for your own noncommercial use or benefit. Your licence to the XXX Software under this Software Licence continues until it is terminated by either party. You may terminate the Software Licence by discontinuing use of all or any of the XXX Software and by destroying all your copies of the applicable XXX Software. This Software Licence terminates automatically if you violate any term of this Software Licence, XXX publicly posts a written notice of termination on XXX's web site, or XXX sends a written notice of termination to you.

#### b. YOU MAY NOT:

(i) decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, or create derivative works (as defined by the Italian Copyright Act) or improvements (as defined by Italian patent law) from the XXX Software or any portion thereof.

(ii) incorporate the XXX Software into any computer chip or the firmware of a computing device manufactured by or for you.

(iii) use the XXX Software in any unlawful manner, for any unlawful purpose.

(iv) you may not use the XXX Software to operate nuclear facilities, life support, or other mission critical application where human life or property may be at stake. You understand that the XXX Software is not designed for such purposes and that its failure in such cases could lead to death, personal injury, or severe property or environmental damage for which XXX is not responsible.

(v) use or export the XXX Software in violation of applicable Italian laws or regulations

(vi) sell, lease, loan, distribute, transfer, or sub-license the XXX Software or access thereto or derive income from the use or provision of the XXX Software, whether for direct commercial or monetary gain or otherwise, without XXX's prior, express, written permission.

## 2. Ownership and Relationship of Parties.

The XXX Software is protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. You agree to abide by all applicable proprietary rights laws and other laws. XXX own all rights, title, and interest in and to their applicable contributions to the XXX Software. This Software Licence grants you no right, title, or interest in any intellectual property owned or licensed by XXX, including (but not limited to) the XXX Software and the XXX trademarks, and creates no relationship between you and XXX other than that of XXX to licensee.

You agree that you will use the XXX Software, and any data accessed through the XXX Software, for your own personal non-commercial use only. You agree not to assign, copy, transfer, or transmit the XXX Software. Your licence to use the XXX Software will terminate if you violate these restrictions. If your licence terminates, you agree to cease any and all use of the XXX Software. All rights in any third-party data, any third-party software, and any third-party data servers, including all ownership rights are reserved and remain with the respective third parties. You agree that these third parties may enforce their rights under this Agreement against you directly in their own name.

## 3. Support and Software Updates.

XXX may elect to provide you with customer support and/or software upgrades, enhancements, or modifications for the XXX Software (collectively, "Support"), in its sole discretion, and may terminate such Support at any time without notice to you. XXX may change, suspend, or discontinue any aspect of the XXX Software at any time, including the availability of any XXX Software feature, database, or content. XXX may also impose limits on certain features and services or restrict your access to parts or all of the XXX Software or the XXX web site without notice or liability.

## 4. Fees and Payments.

XXX reserves the right to charge fees for future use of or access to the XXX Software in XXX's sole discretion. If XXX decides to charge for the XXX Software, such charges will be disclosed to you 28 days before they are applied.

## 5. Disclaimer of Warranties by XXX

Use of the XXX Software and any data accessed through the XXX Software is at your sole risk. They are Provided "as is."

Any service or otherwise obtained through the use of the XXX Software is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download and/or use of any such material or service.

XXX, its officers, directors, employees, contractors, agents, affiliates, and assigns (collectively, "XXX Entities"), and XXX's Licensors do not represent that the XXX Software or any data accessed therefrom is appropriate or available for use outside Italy.

The XXX Entities and XXX Licensors expressly disclaim all warranties of any kind, whether express or implied, relating to the XXX Software and any data accessed therefrom, or the accuracy, timeliness, completeness, or adequacy of the XXX Software and any data accessed therefrom, including the implied warranties of title, merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement.

If the XXX Software or any data accessed therefrom proves defective, you (and not the XXX Entities, or the XXX Licensors) assume the entire cost of all repair or injury of any kind, even if the XXX Entities, or XXX Licensors have been advised of the possibility of such a defect or damages. Some jurisdictions do not allow restrictions on implied warranties so some of these limitations may not apply to you.

## 6. Limitation of liability.

Notwithstanding any other provision, nothing in this Software Licence shall exclude or limit either party's liability for the tort of deceit, fraudulent misrepresentation, death or personal injury caused by negligence.

The XXX Entities and XXX Licensors will not be liable to you for claims and liabilities of any kind arising out of or in any way related to the use of the XXX Software by yourself or by third parties, to the use or non-use of any brokerage firm or dealer, or to the sale or purchase of any security, whether such claims and liabilities are based on any legal or equitable theory.

The XXX Entities and XXX Licensors are not liable to you for any and all direct, incidental, special, indirect, or consequential damages arising out of or related to any third-party software, any data accessed through the XXX Software, your use or inability to use or access the XXX Software, or any data provided through the XXX Software, whether such damage claims are brought under any theory of law or equity. Damages excluded by this clause include, without limitation, those for loss of business profits, injury to person or property, business interruption, loss of business or personal information. Some jurisdictions do not allow limitation of incidental or consequential damages so this restriction may not apply to you.

Information provided through the XXX Software, may be delayed, inaccurate, or contain errors or omissions, and the XXX Entities and XXX Licensors will have no liability with respect thereto. XXX may change or discontinue any aspect or feature of the XXX Software or the use of all or any features or technology in the XXX Software at any time without prior notice to you, including, but not limited to, content, hours of availability.

7. Indemnification.

You are solely responsible for compliance with agreements you have executed with third parties. You agree to indemnify and hold the XXX Entities harmless from any claim or demand, including reasonable legal fees, made by any third party in connection with or arising out of your use of the XXX Software, your violation of any terms or conditions of this Software Licence, your violation of applicable laws, or your violation of any rights of another person or entity.

8. Controlling Law.

This Software Licence and the relationship between you and XXX is governed by the laws of Italy without regard to its conflict of law provisions. You and XXX agree to submit to the personal and exclusive jurisdiction of the courts located within Italy. The United Nations Convention on the International Sale of Goods does not apply to this Software Licence.

9. Precedence .

This Software Licence constitute the entire understanding between the parties respecting use of the XXX Software, superseding all prior agreements between you and XXX. In the event of any conflict between the terms and conditions of this Software Licence, the terms and conditions of this Software Licence will control

10. Surviving Provisions.

Sections 2, and 4 through 10, will survive any termination of this Agreement.

-----  
If you accept the terms of the agreements, click I Agree to continue.