

**TCOGROUP S.R.L.**  
**Binary Code License Terms**  
**("Agreement")**  
**READ CAREFULLY**  
**INTERNATIONAL**

**1 DEFINITIONS**

"Product" means the set of software components covered by the registered trademarks TCOProject® and LBL® and their distributions.

"Customer" means the licensee of the Product ordered from TCOGROUP SRL or an authorized reseller or distributor.

"Distributions" means the different products packages to be supplied as confirmed by the Proof of Purchase.

"Services" means all the activities such as consulting, training, installation. All services related to support and updates made available under the "Maintenance & Standard Software Support Agreement" are excluded.

"Proof of Purchase" means the set of documents accepted by the parties:

- Offer by TCOGROUP SRL inclusive of Binary Code License Terms;
- Purchase Order submitted by the Customer in accordance with the Offer and signed off for express acceptance of the Binary Code License Terms of TCOGROUP SRL
- Acceptance of the Purchase Order by TCOGROUP SRL;
- Invoice issued by TCOGROUP SRL;
- Relevant receipt of payment to TCOGROUP SRL.

"Purchase" means receiving the product following the completion of the documents specified in the Proof of Purchase.

**2 GENERAL TERMS**

- These Binary Code License Terms apply to all supply orders placed by Customer and shall prevail on the general terms of purchase of the customer or any other contractual document from the latter, unless otherwise agreed upon in writing and signed by the Parties.
- The rights and obligations under this Agreement which by nature exert their effects over time shall remain in force even after the execution of the Order by TCOGROUP SRL.

**3 LICENSE TO USE**

- TCOGROUP SRL by this Agreement, and following the completion of the documents contained in the Proof of Purchase, grants Customer a non-exclusive, non-transferable perpetual license to use the binary code of the Product (including Software) and related documentation delivered with the Product for internal use within its business only, on the class of systems for which the Proof of Purchase was completed.
- The Registration of the Product is contextual to the Purchase Order and is performed by TCOGROUP SRL by issuing the Serial Numbers to the Customer. This license does not affect any right Customer should have acquired under other licenses governing the use of any component of the Product.

**4. ADDITIONAL RESTRICTIONS**

The names TCOProject® and LBL® are registered trademarks. The Product and any right on the product, including all intellectual property rights, are owned by licensees of trademarks. Except as expressly authorized under supplemental agreements the Product may not be copied, except for reasons of security archive. Except as provided by law, the Product cannot be modified, disassembled, decompiled, or be subjected to processes of "reverse engineering". This Agreement does not license the Product for it to be used in the on-line control of aircrafts, air traffic, aircraft navigation or communication, nor for the construction, operation or maintenance of nuclear facilities, nor for the construction, operation or maintenance of instruments that have an implication with the support or life

sustaining of any animal being including humans. Customer undertakes not to use the Product for any of such purposes. The Customer may not publish or provide in any way the results of performance tests or comparative tests of the Product to any third party without prior written authorization by TCOGROUP SRL. No right whatsoever to trademarks, logos or names relevant to the Product and of its licensees is transferred to the Customer under this Agreement.

In addition, Customer under this Agreement undertakes to comply with the following additional conditions:

- to use the Product only and exclusively on the systems for which it was granted the License, as specified in the Proof of Purchase;
- to copy and use the Product only within the limits of the License and of the Product documentation, with the exception of one Back-Up copy;
- unless otherwise specified, if the Product makes use of third party software components that enable some features, such software components shall not be used separately from the Product or to interact with other programs in addition to the Product;
- the source code, that may be distributed along with the binary code of the Product, is provided for use by the Product and shall not be used otherwise than as provided by the License;
- it is not allowed to publish or make in any way available the results of any testing of the Product, without the prior written consent of TCOGROUP SRL;
- it is not allowed to assign or transfer any rights or obligations relevant to this Agreement without the written consent of TCOGROUP SRL;
- it is not allowed to sell, lease or lend the Product to third parties.
- the warranty restrictions and limitations of liability are extended to all the software bundled with the Product.

## 5 **WARRANTY**

TCOGROUP SRL warrants that the Product, not modified in any way, will work as described in the technical documentation. TCOGROUP SRL also warrants that for a period of 90 days from the date of purchase, resulting from the Proof of Purchase, the physical media (CD DVD PEN DRIVE, if any) on which the Product is furnished will be free of defects under normal use. In any case TCOGROUP SRL makes no warranty or representation that the Product will run without interruption or free from errors, nor warrants that all errors will be corrected, nor that the Product fits particular and specific purposes of the Customer. Excluding the foregoing, the Product is provided "as is". The only and exclusive available remedy and the sole exclusive liability of TCOGROUP SRL under this Agreement is the provision to Customer of updates to the Product resulting from periodic releases carried out under general evolution and corrective maintenance, which Customer may get in consideration of the payment of a General Supply Conditions Maintenance & Software Standard Support annual fee. The subscription of the contract General Supply Conditions Maintenance & Software Standard Support is mandatory for the first year at the time the license is acquired.

## 6 **DISCLAIMERS**

Unless otherwise specified in this Agreement all express or implied conditions, representations and warranties, including any implied warranty or condition of merchantability and fitness for a particular purpose, are hereby excluded to the maximum extent permitted by law.

## 7 **LIMITATION OF LIABILITY**

Except as provided by law, in no event shall TCOGROUP SRL be liable for the damages to Customer resulting from originating or occurring defects in the Product. TCOGROUP SRL shall not be liable for the damages directly or indirectly suffered by the Customer or third parties in relation to the use or non-use of the Product, even if TCOGROUP SRL has been advised of the possibility of such damages.

In no event shall the liability of TCOGROUP SRL, if contractually provided for, or for fault or negligence or for any other reason, exceed the amount paid by the Customer for this license under this Agreement.

## 8 DURATION AND TERMINATION

TCOGROUP SRL may terminate this Agreement in the event of breach of its provisions, if within thirty (30) days as of the formal notice of the breach to the breaching party the violation is not cured. TCOGROUP SRL anyway may terminate the agreement immediately (i) in case any due amount is not paid; (ii) in the event the Product is used in such a way it harms any intellectual property right of its licensors. In case of termination of this Agreement, Customer must discontinue the use of the Product and destroy all copies in its possession and, if requested by TCOGROUP SRL, certify compliance.

## 9 GOVERNING LAW - GENERAL CLAUSES

This Agreement is governed by Italian law. Should any provision of this Agreement be invalid or unenforceable, this will not affect the enforceability of the remaining provisions of the same, which will remain valid and enforceable according to their respective terms.

## 10 LICENSE COMPLIANCE – TERMINATION

Customer undertakes to confirm and provide evidence of the Product being used in compliance with the license, upon request of TCOGROUP SRL or of any of its legal representatives and within thirty (30) days of the request. Should any audit, which the Customer by signing this Agreement as of now authorizes, show that the number of copies or users is higher than the granted license, or that the program has been installed on a number of computers or type other than those agreed upon, the Customer shall automatically be charged the additional licenses on the basis of the then current pricing list. Customer undertakes to pay those licenses no later than within thirty days from the billing date. In the event of failed payment TCOGROUP SRL reserves the right to take legal action under the law. The software comes with automatic verification of the release/version through automatic message at the start of programs at [www.tcoproject.com](http://www.tcoproject.com). This message, which not contains sensitive data, can be deactivated by the customer. The customer, if it does not disable the message, authorizes TCOGROUP SRL at the verification of the license and release installed for statistical purposes.

## 11 VENUE

The venue for any claim relevant to the interpretation, execution and assignment of this Agreement shall be the appropriate courts of Padua (Italy).

---

For information relating to this contract please contact.

TCOGROUP S.r.l.  
Via Savonarola, 217  
35137 Padova – Italy  
P.I.: 04442360287 C.F.: 04442360287  
e-mail: [customercare@tcoproject.com](mailto:customercare@tcoproject.com)