

SOFTWARE LICENSE AGREEMENT

1. DEFINITIONS AND INTERPRETATIONS.

In this Agreement the following terms and phrases shall have the following meaning, unless the context otherwise requires:

Licensor: shall mean Kode S.r.l., an Italian company with office in Pisa, Via Nino Pisano 14;

Licensee: shall mean the part who buys the license of the software;

Parts: shall mean the Licensor and the Licensee together;

Software: shall mean Licensor's proprietary software product(s) together with related documentation and components (including new releases, enhancements, and modifications provided under warranty or maintenance, if applicable), in this agreement also defined "**Dragon**";

Computer: shall mean a hardware system, physical or virtual, with a storage device capable of running the software;

Agreement: shall mean this Agreement between Parts;

License Fee: shall mean the fee for licensing the Software;

Update: shall mean an electronic patch that is provided to users to add features to the software, to improve existing features or to make the software easier to use;

Major update: shall mean a release of the Software with a newer version of the same product, in order to bring the system up to date or to improve its characteristics;

Maintenance: shall mean modification of the Software to correct faults.

2. OBJECT.

The object of this agreement is the license of the Software product **Dragon** at the condition indicated in the registration file provided after the purchase of the software.

3. TERM; DOWNLOAD; PAYMENT.

The license granted hereunder is effective upon execution of this Agreement by Licensee and Licensor. The term of the license is accepted mutually in written by both Licensor and Licensee. The license shall remain in effect for such term unless terminated by either Party as set forth in Section 10.

The Licensee will be able to download the Software by means of a secure on-line procedure, provided by the Licensor.

Licensee shall pay Licensor the Fee within sixty (60) days from the date of the invoice. The Charges under this Agreement are exclusive of local, state, or federal use, excise, personal property, sales or other similar taxes or duties which may be imposed as a result of the transactions under this Agreement. Licensee shall be responsible for all such taxes and duties, except for taxes on Licensor net income.

4. SOFTWARE LICENSE.

Subject to the terms and conditions of this Agreement, Licensor hereby grants and Licensee accepts a not-transferable (with no right to sublicense or reselling) and non-exclusive license to use the Software and accompanying documentation in the manner described in this Agreement for the sole purpose of processing the work of Licensee's own internal business.

Licensee may not use the Software to process the work of any third party and may only use the Software at the specific location to which the Software is delivered.

The Software, documentation, and supporting materials and all worldwide intellectual property rights and ownership rights therein are the sole and exclusive property of Licensor. All rights not expressly granted by Licensor under this Agreement are reserved by Licensor. The Software and documentation are protected by copyright and other intellectual property laws and by international treaties.

There are various kind of licensing option. The license object of this Agreement is indicated in registration file.

Kind of license:

- SINGLE LICENSES - the Software may be used on the Computer originally designated for installation, and only at the specific location to which the Software is delivered.
The Licensee will be able to change the Computer originally designated at any time with a specific permit from the Licensor.
- SITE LICENSES - the Software may be used on any Computer at the specific location to which the Software is delivered. The Software may not be electronically or otherwise transferred to a different physical location.
If Licensee desires to use the Software for additional simultaneous users, at another site, Licensee shall secure Licensor prior approval, which may be granted subject to additional charges.
- PERMANENT LICENSES - the term of the license is perpetual unless otherwise specified in other legally binding document(s) accepted mutually by both Licensor and Licensee. The license shall remain in effect for such term unless terminated by either party as set forth in Section 10. For a period of one (1) year from the download of the Software, Licensor will provide maintenance services as described in Section 5 unless otherwise agreed by the parties.
- RENT LICENSES - the term of the license is annual unless otherwise specified in other legally binding document(s) accepted mutually by both Licensor and Licensee. The license shall remain in effect for such term unless terminated by either party as set forth in Section 10. After one (1) year starting from the download of the Software, the license shall expire and the Software shall not be usable anymore. Thereafter, upon payment of the renewal fee by Licensee, the term of the license will be provided for twelve-month periods unless terminated by either party upon thirty (30) days written notice prior to the renewal date. In that respect, Licensor undertakes to notify Licensee, at least sixty (60) days before the end of the current twelve-month period, of the renewal fee for the next period. Renewal fees are payable in advance on the anniversary date of the order. Licensor reserves the right to change its renewal fee, at its sole discretion. Additional charges apply to initiate maintenance for Software that has not been under continuous maintenance since installation. Within the terms of validity of the license and of its renewal, Licensor will provide maintenance and update services as described in Section 5 unless otherwise agreed by the parties.
- EVALUATION LICENSES - the license is intended only for evaluating the product performances and functionalities. Licensee agrees that it will use the Software relating thereto solely for evaluation purposes.
- ACADEMIC LICENSE - this license may be only used for academic research and no commercial use is allowed. It is designed to foster and support bona fide Academic research. If the Academic licensing policy is respected, there is

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Licensor reserves the right to change its Academic Licensing Policy at any time, at its sole discretion, without prior notice. If any such changes are unacceptable to the Licensee, the ACADEMIC LICENSE shall be immediately terminated.

5. SOFTWARE MAINTENANCE AND UPDATE.

Maintenance service under this Agreement includes commercially reasonable electronic mail assistance and consultation to assist Licensee in resolving problems with the use of the Software, including the verification, diagnosis, and correction of material errors and defects in the Software. Maintenance service does not include new products sold separately by Licensor, and such products must be separately licensed by Licensor. Maintenance service will be provided for the release version of the Software provided to the Licensee and only on computer platforms that Licensor commercially supports.

Update service under this Agreement includes the possibility for the Licensee to obtain any Major update of the Software that will be released. Licensor will promptly communicate to Licensee every Major update release and provide a secure on-line procedure to download the Software.

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The obligations of this Section shall survive termination of this Agreement or any license granted hereunder.

9. INFRINGEMENT INDEMNIFICATION.

Licensor shall at its expense defend Licensee against any claim, and shall indemnify and hold Licensee harmless from any final judgment, that a current, unmodified copy of the Software infringes an Italian or International patent or copyright, provided that (i) Licensor is given prompt written notice of any such claim, (ii) Licensor shall have sole control of the settlement or defence of any action against Licensee to which this indemnity applies; and (iii) Licensee cooperates with Licensor, at Licensor' expense, in every reasonable way to facilitate such defence.

Should the use of the Software be enjoined, or should Licensor desire to minimize its liabilities hereunder, Licensor shall have the right, at its sole option and expense, to secure the right for Licensee to continue use of the Software or to replace or modify the Software to make it no infringing. If such remedies are not reasonably available, Licensee shall be entitled to a prorated refund of the License Fee paid for such Software based on a five-year amortization. The foregoing sets forth the entire liability of Licensor and Licensee's sole and exclusive remedy with respect to claims of infringement arising from Licensee's use of the Software.

10. TERMINATION.

Licensor has the right to terminate this License Agreement and Licensee's right to use this Software upon any material breach by Licensee.

If either party breaches a provision of this Agreement, the other party may give written notice of default. If the breaching party fails to cure the breach within sixty (60) days, this Agreement may be terminated immediately by the other party. In the event that Licensee breaches any of the licensing or confidentiality provisions of this Agreement, this Agreement shall terminate immediately upon written notice by Licensor. Failure to pay any or all fees due hereunder shall constitute a material breach of this Agreement.

Upon any termination of this Agreement, all licenses granted hereunder shall cease, and Licensee shall make no further use of the Software and shall either return to Licensor or destroy originals and all copies of the Software and supporting materials. No refunds or credits will be due Licensee.

The agreement immediately terminates if Licensee breaches the provision of article nn. 3-4-8-9-11-12.

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Licensor grant does not include the source code.

If the Software is used by Licensee to obtain results that are published in a scientific journal or other publication, Licensee will acknowledge its use of the Software with an appropriate citation, which shall include Licensor' full corporate name, the name of the Software product used as well as the names of the owners of the intellectual property rights of the Software used.

12. MODIFICATION.

This Agreement may be modified only in writings signed by both parties. Terms and conditions on any Licensee purchase order or other ordering document shall not be deemed to modify this Agreement, and are hereby replaced and superseded by the terms and conditions of this Agreement. Additional purchases of Software licenses by Licensee without execution of another agreement will be governed by the terms of this Agreement unless the parties otherwise agree in writing. The failure by either party to insist upon strict enforcement of any terms and

conditions of this Agreement shall not be construed as a waiver of the right to assert or rely upon any such terms on any future occasion.

This Agreement and any attachments and addenda or other legally binding document(s) constitute the entire agreement between the parties with respect to the subject matter hereof (attachment A and any future attachment A signed by Licensor and Licensee are expressly incorporated by reference into this agreement) and supersedes any prior or contemporaneous representations, promises, warranties, or understandings between the Parties.

This Agreement shall be considered accepted and shall become effective by the Licensee's use of the Software.

13. APPLICABLE LAW, JURISDICTIONAL MATTERS.

This Agreement is governed by and construed under the laws of Italy without regard to its conflict of law rules. Any action arising out of or in connection with this Agreement may be heard exclusively in Milano, (Italy), and the Licensee hereby irrevocably consent to the exclusive jurisdiction and venue of this court.

14. COMUNICATION.

All notices required hereunder shall be in writing and sent by certified mail, express mail, or via electronic means agreed-upon by the parties, such as facsimile, to the addresses written above, or such other address as noticed to the parties.

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