

# EULA - Software License Copyright © 1998-2012 C.A.E.N. S.p.A ("C.A.E.N.")

Licence Agreement for "CAEN Software or Firmware" (collectively, the "CAEN SwFw")

The use and distribution of this CAEN Sw Fw (or any work based on the CAEN SwFw) implies the acceptance of the terms and conditions set out below.

CAEN Sw Fw has been copyrighted by C.A.E.N. SpA Via Vetraia, 11 - 55049 - Viareggio (LU) - ITALY w ww.caen.it hereinafter "Licensor".

The unauthorised reproduction or unauthorised sale of this CAEN SwFw or parts thereof is liable to prosecution. Such conduct can be prosecuted under criminal or civil law and result in severe penalties and/or claims for damages.

The Licensor - hereinafter Licensee - hereby authorises you to use this CAEN SwFw within the context of the following licensing conditions:

# 1. License Uses and Restrictions.

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

C.A.E.N. grants you a limited non-exclusive licence to use this CAEN SwFw, subject b the following restrictions:

1. The origin of this CAEN SwFw must not be misrepresented; you must not claim that you wrote the original CAEN SwFw.

2. You must not alter the CAEN Sw Fw, 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 CAEN SwFw.

5. You may not reverse engineer, decompile, disassemble, derive the source code of or modify [or create derivative work from] the CAEN SwFW

 You must not use CAEN SwFw, or allow others, to engage in any illegal activity.
You may not claim any sponsorship by, endorsement by, or affiliation with our company.

8. You acknowledge that C.A.E.N. owns the copyright and all associated intellectual property rights relating to the CAEN SwFw except to the extent that the CAEN SwFw includes identifiable separate components originating from the CAEN SwFw.

A(i) YOU MAY install and personally use the CAEN SwFw and any updates provided by C.A.E.N. (in its sole discretion) in an object code form on a personal computer or on board on CAEN Products owned or controlled by you and may use the CAEN SwFw for y our own non commercial use or benefit. Your licence to the CAEN SwFw under this CAEN Sw Fw Licence continues until it is terminated by either party. You may terminate the CAEN SwFw Licence by discontinuing use of all or any of the CAEN SwFw and by destroying all your copies of the applicable CAEN SwFw. This CAEN SwFw Licence terminates automatically if y ou violate any term of this CAEN SwFw Licence, if C.A.E.N. publicly posts a written notice of termination on C.A.E.N.'s web site, or if C.A.E.N. sends a written notice of termination to you.

A (ii) You may make a copy of CAEN SwFw only if it is necessary for its use.

#### b. YOU MAY NOT:

(i) decompile, reverse engineer, disassemble, modify the CAEN SwFw or any portion thereof in order to resell, rent, lease, loan, distribute or create derivative works (as defined by the Italian Copy right Act, I.22 April 1941, n.633 and following amendments) or improv ements (as defined by Italian patent law), without C.A.E.N.'s prior, express, written permission.

(ii) incorporate the CAEN FW (firmware) into any electronic device manufactured by or for you except into those you have received from C.A.E.N..

(iii) use the CAEN Sw Fw in any unlawful manner, for any unlawful purpose.

(iv) you may not use the CAEN SwFw to operate nuclear facilities, life support, or other critical application where human life or property may be at stake. You understand that the CAEN SwFw 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 C.A.E.N. is not responsible.

(v) use or export the CAEN SwFw in violation of applicable Italian laws or regulations or applicable laws and regulations applicable into the countries in which the CAEN Sw Fw is used.

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

c. As established by the Berna Convention concerning the Protection of Works of Art and Literature ratified in Italy by Law 20 June 1978, n. 399, the provisions of this agreement cannot be mis interpreted in allowing their application as a jeopardizing event for the right's owner or in conflict with the ordinary use of the CAEN SwFw.

#### 2. Copyrights and Transfer of the CAEN SwFw.

1) The Licensee may reproduce the CAEN SwFw, if such reproduction is necessary for the use of the CAEN Sw Fw. Necessary reproductions include the installation of the CAEN Sw Fw from the original system disk or from the downloaded installation archive on the mass memory of the hardware, as well as the loading of the CAEN SwFw into the main memory during CAEN SwFw operation.

2) Moreov er, the Licensee may reproduce the CAEN SwFw for backup purposes. How ev er, only one backup copy of the original system disk or the downloaded installation archiv e may be created and/or stored. Said copy must be marked as a backup.

3) Should a rotational backup of a sy stem's entire data set, including the CAEN SwFw programmes, be essential for a fast reactivation of the sy stem following a complete breakdow n, Licensee may create backup copies in the quantities absolutely required. The pertinent sy stem disks shall be marked accordingly. These backup copies may be used for archive purposes in connection with data backup only.

4) Licensee shall take the necessary steps to prohibit unauthorized access to the CAEN Sw Fw and its documentation by third parties. Affiliated companies of the Licensee are also regarded as being third parties. The original data media, as well as all backup copies, shall be stored in a secure place, safe from access by unauthorized

third parties. The Licensee's employees shall be expressly informed as to their obligations to observe and abide by all contractual conditions specified herein, as well as all provisions of copyright law.

#### 5) The Licensee is not authorised,

a. with the exception of the reproductions expressly authorised in this agreement, to create other reproductions of the CAEN Sw Fw or the documentation, either wholly or in part, on the same or on other disks/carrier media; this also includes the output of the programme code to a printer;

b. to transfer the CAEN Sw Fw from one computer or modules to another computer or modules or recording device via a network or other data transfer channel, insofar as the receiving device is not a computer or other recording device of the Licensee which is referred to in, and understood to be within, the framework of this Agreement; c. without the written ex press permission of the Licensor, to change, translate, retro-develop, decompile or disassemble the CAEN SwFw, or to create works derived from the documentation, insofar as this is not absolutely necessary within the context of contractual use;

d. to remove copy right endorsements, serial numbers or other features which serve to identify the programme, unless the Licensor has provided written authorisation; e. to transfer the CAEN Sw Fw to third parties or to provide access to the CAEN SwFw in any other form. This also applies to reproduction of the CAEN SwFw. Affiliated companies of the Licensee shall also be regarded in principle as third parties; transferring the CAEN Sw Fw within the group of companies for exclusive use at the new site shall be authorised in writing by the Licensor; such authorisation may only be denied for a major reason. In this case, adherence to the use, any other agreements made in this contract and any possible secondary agreements shall be ensured. When such transfer has occurred, the Licensee must fully delete the CAEN SwFw and any backup copies still at the previous site of use within the group of companies without delay;

f. to transfer the CAEN SwFw, the documentation or parts thereof to third parties for the purposes of renting or leasing.

## 3. Ownership and Relationship of Parties.

The CAEN SwFw is protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of Italy, the U.S. and other countries. You agree to abide by all applicable proprietary rights laws and other laws. C.A.E.N. owns all rights, title, and interest in and to their applicable contributions to the CAEN SwFw. This CAEN SwFw Licence grants you no right, title, or interest in any intellectual property owned or licensed by C.A.E.N., including (but not limited to) the CAEN SwFw



and the C.A.E.N. trademarks, and creates no relationship between you and C.A.E.N. other than that of C.A.E.N. to licensee.

You agree that you will use the CAEN SwFw, and any data accessed through the CAEN Sw Fw, for your own personal non-commercial use only. You agree not to assign, copy, transfer, or transmit CAEN SwFw. Your licence to use the CAEN SwFw will terminate if you violate these restrictions. If your licence terminates, you agree to cease any and all use of the CAEN SwFw. All rights in any third-party data, any third-party CAEN SwFw, 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.

### 4. Support and CAEN SwFw Updates.

C.A.E.N. will from time to time make CAEN SwFw updates available. However, C.A.E.N. accepts no obligation to provide any support to licence holders. C.A.E.N. may elect to provide you with customer support and/or CAEN SwFw upgrades, enhancements, or modifications for the CAEN SwFw (collectively, "Support"), in its sole discretion, and may terminate such Support at any time without notice to you. C.A.E.N. may change, suspend, or discontinue any aspect of the CAEN SwFw at any time, including the availability of any CAEN SwFw feature, database, or content. C.A.E.N. may also impose limits on certain features and services or restrict y our access to parts or all of the CAEN SwFw or the C.A.E.N. web site without notice or liability.

#### 5. Fees and Payments.

C.A.E.N. reserves the right to charge fees for future updates to the CAEN SwFw in C.A.E.N.'s sole discretion. If C.A.E.N. decides to charge for the CAEN SwFw , such charges will be disclosed to you 28 days before they are applied.

# 6. Disclaimer of Warranties by C.A.E.N.

The CAEN SwFw is provided 'as-is', without any express or implied warranties w hatsoever except for what has been mentioned previously. 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 CAEN SwFw.

Use of the CAEN Sw Fw and any data accessed through the CAEN SwFw is at y our sole risk. They are Provided "as is."

Any service obtained through the use of the CAEN SwFw 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 dow nload and/or use of any such material or service.

C.A.E.N., its officers, directors, employees, contractors, agents, affiliates, and assigned as is (collectively, "C.A.E.N. Entities"), and C.A.E.N.'s Licensors do not guarantee that the CAEN SwFw or any data accessed therefrom is appropriate for use.

The C.A.E.N. Entities and C.A.E.N. Licensors expressly disclaim all warranties of any kind, relating to the CAEN Sw Fw and any data accessed therefrom, or the accuracy, timeliness, completeness, or adequacy of the CAEN SwFw and any data accessed therefrom, including the implied warranties of title, merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement.

If the CAEN Sw Fw or any data accessed therefrom proves defective, you (and not the C.A.E.N. Entities, or the C.A.E.N. Licensors) assume the entire cost of all repair or injury of any kind, even if the C.A.E.N. Entities, or C.A.E.N. Licensors have been advised of the possibility of such defect or damages.

## 7. Limitation / Limit of liability.

The C.A.E.N. Entities and C.A.E.N. 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 CAEN Sw Fw 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 C.A.E.N. Entities and C.A.E.N. Licensors are not liable to you for any direct, incidental, special, indirect, or consequential damages arising out of or related to any third-party, any data accessed through the CAEN SwFw, your use or inability to use or access the CAEN SwFw, or any data provided through the CAEN SwFw, 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.

Information provided through the CAEN SwFw, may be delayed, inaccurate, or

contain errors or omissions, and the C.A.E.N. Entities and C.A.E.N. Licensors will have no liability with respect thereto. C.A.E.N. may change or discontinue any aspect or feature of the CAEN Sw Fw or the use of all or any features or technology in the CAEN Sw Fw at any time without prior notice to you.

### 8. Indemnification.

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

# 9. Term and Termination.

1) The Licensee has the right to use the CAEN SwFw and the documentation indefinitely.

2) The right of both parties to exceptional termination shall remain unaffected, if a major reason for such termination exists. In particular, the Licensor has the right to terminate without notice in the case of substantial violations of contractual obligations on the part of the Licensee.

3) After a termination, the Licensee is liable under contract to fully delete all CAEN Sw Fw, in particular the original system disk, any backup copies and any pertinent CAEN Sw Fw files installed on his/her computer. The Licensee shall also return all pertinent documentation. The Licensor has the right to demand a sworn statement from the Licensee regarding such deletion.

### 10. Controlling Law.

This CAEN SwFw Licence and the relationship between you and C.A.E.N. is gov erned by the laws of Italy. This Agreement shall be construed and governed by Italian Law. The United Nations Convention on the International Sale of Goods does not apply to this CAEN SwFw Licence.

Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by Arbitration under the provisions of Italian Law (c.p.c. art 816 and following) by one Arbitrator. The Arbitrator shall be nominated from Chairman of the Court of Milan.

The place of Arbitration shall be Milan, Italy and the language shall be English.

# 11. Precedence.

This CAEN SwFw Licence constitutes the entire understanding between the parties respecting use of the CAEN SwFw, superseding all prior agreements between you and C.A.E.N.. In the event of any conflict between the terms and conditions of this CAEN SwFw Licence, the terms and conditions of this CAEN SwFw Licence will prev ail.

#### 12. Validity.

These CAEN SwFw Licence are valid from 18 / 06 / 2012 and shall be operating for all orders that have been executed, during its validity.