Remote Control System
End User License Agreement

Remote Control System
Contrato de Licencia para Usuario Final
END USER SOFTWARE LICENSE AGREEMENT

Between

HT S.r.l., an Italian limited liability company, with registered office in Milano, Via Moscova n. 13, Companies' Register of Milan REA n. 1712545, Fiscal Code and VAT n. 03924730967, hereby represented by David Vincenzetti, in his quality of CEO of the company (hereafter "HT" or "Licensor");

and

[COMPANY NAME ], an [NATIONALITY ], with registered office in [COMPANY ADDRESS ], [COMPANY ADDRESS ], registered before [DATE OF ESTABLISHMENT ], Fiscal Code and VAT n. [VAT NUMBER ], hereby represented by [MANAGER NAME ], in his quality of [POSITION ] of the company/agency/organization (hereafter "End User").

(hereafter, together HT and the End User, "Parties")

Whereas

a) HT is an Italian company operating, inter alia, in the field of IT security consultancy and management and carrying out activities related to forensic analysis, cryptography, certifications of systems security, risks analysis and control, as well as project and development of offensive security software

b) HT S.R.L., sociedad italiana de responsabilidad limitada, con sede social en Milán, Via Moscova n° 13, Registro de Sociedades de Milán REA n° 1712545, Código Fiscal y N.I.F. n° 03924730967, representada mediante el presente acto por David Vincenzetti, en su calidad de Director Ejecutivo (CEO) de la sociedad (en adelante, "HT" o "Licenciante");

y

[COMPANY NAME ], una [NATIONALITY ], con sede social en [COMPANY ADDRESS ], [COMPANY ADDRESS ], inscrita ante [DATE OF ESTABLISHMENT ], Código Fiscal y N.I.F. n° [VAT NUMBER ], representada mediante el presente acto por [MANAGER NAME ], en su calidad de [POSITION ] de la sociedad/agencia/organización (en adelante, "Usuario Final").

(En adelante, de forma conjunta HT y el Usuario Final, las "Partes")

Por cuanto

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HT S.r.l.
Headquarters: Via della Moscova, 13 20121 Milano
Tel: +39.02.29060603 – Fax: +39.02.63118946
e-mail: info@hackingteam.it – web: http://www.hackingteam.it
P.IVA: 03924730967 – Capitale Sociale: € 223.572,00 i.v.
solutions;

b) within its activities, HT has projected, created and produced a software under the name "Remote Control System" (hereafter "REMOTE CONTROL SYSTEM") with regard to which HT is the sole and exclusive owner of all the intellectual property rights, as better defined under article 2 debajo de;

c) REMOTE CONTROL SYSTEM is software pursuant to which it is possible to attack, screen, gain control of and monitor Endpoint Personal Devices such as PCs and Smartphones.

d) HT intends to market REMOTE CONTROL SYSTEM, granting a limited, non-exclusive, non-assignable and non-transferable license to use REMOTE CONTROL SYSTEM;

e) the End User, is a [agency category] operating, inter alia, in the field of [branch activity];

f) the End User, well knowing REMOTE CONTROL SYSTEM and acknowledging its functionality, applications and performances, intends to obtain a non-exclusive, non-assignable and non-

b) entre sus actividades, HT ha proyectado, creado y producido un software bajo el nombre de "Remote Control System" (en adelante, "REMOTE CONTROL SYSTEM") con respecto al cual HT es el propietario único y exclusivo de todos los derechos de propiedad intelectual, tal como se define más detalladamente en el artículo 2 más adelante continuación;

c) REMOTE CONTROL SYSTEM es un software en virtud del cual es posible [atacar] examinar, controlar y monitorear Dispositivos Personales de Punto Final (Endpoint Personal Devices), tales como computadoras y teléfonos tipo smartphone.

d) HT tiene la intención de comercializar REMOTE CONTROL SYSTEM, mediante la concesión de una licencia limitada, no exclusiva, no cedible y no transferible para utilizar REMOTE CONTROL SYSTEM;

e) el Usuario Final es un/a [Numero]que opera, entre otros, en el campo de [branch activity];

f) el Usuario Final, conociendo bien el sistema REMOTE CONTROL SYSTEM y reconociendo sus funcionalidades, aplicaciones y performance, tiene la intención de obtener una licencia no exclusiva, no cedible y no
transferrable license of REMOTE CONTROL SYSTEM in order to assign it not for military and/or similar purposes, and in any case for lawful purposes in compliance with the Relevant Laws and Regulations – as better defined under article 2 debajo de and in accordance with the terms and condition hereby agreed upon with HT.

ALL BEING SAID IT IS AGREED AS FOLLOWS

1 Premises and attachments
1.1 The attachments to this non-exclusive End User software license agreement (hereafter the “Contract”) and the premises constitute an integral and substantial part of this Contract.

2 Definitions
2.1 The terms defined in this Article shall have the meanings in this Contract as indicated hereunder:

a) "Intellectual Property Rights" means any or all of the following and all rights in, arising out of, or associated therewith, belonging or owned by HT with specific reference to REMOTE CONTROL SYSTEM: (i) all patents (Italian, or any other country or territory) and utility models and applications thereof, if any, and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and

POR LO TANTO, SE ACUERDA LO SIGUIENTE

1 Considerandos y apéndices
1.1 Los apéndices a este contrato de licencia no exclusiva de software de Usuario Final (de ahora en adelante, el "Contrato") y los considerandos constituyen parte integral y sustancial del presente Contrato.

2 Definiciones
2.1 Los términos definidos en este Artículo tendrán en el presente Contrato los significados establecidos a continuación:

a) Por "Derechos de Propiedad Intelectual" se entenderá cualquiera o todos los siguientes puntos y todos los derechos que surgieran o estuvieran asociados con ellos, que pertenecieran o fueran de propiedad de HT con referencia específica a REMOTE CONTROL SYSTEM: (i) todas las patentes (italianas o de cualquier otro país o territorio), los modelos de utilidad y las aplicaciones de estos, si las hubiera, y todas las redcciones, divisiones,
equivalent or similar rights anywhere in the world in inventions and discoveries ("Patents"); (ii) all copyrights, whether registered or unregistered, and applications thereof, all common-law rights, moral or neighboring rights, rights to register and obtain renewals and extensions of copyright registrations, and all other rights corresponding thereto throughout the world ("Copyrights"); (iii) all trade secrets, know-how and confidential or proprietary information (including technical data, supplier lists, databases, data compilations and collections, technical data and other confidential information) ("Trade Secrets"); (iv) all any derivative works of any of the foregoing; and (v) any similar, corresponding, or equivalent rights to any of the foregoing anywhere in the world.

b) "EPD" means any endpoint target personal devices such as PCs, Smartphones and similar computing/communication devices belonging to the End User networks and owned by the End User on which the End User will install REMOTE CONTROL SYSTEM.
c) "Relevant Laws and Regulations" means Italian applicable law and regulations, the applicable law and regulations of the End User and the applicable law and regulations of any other Country in which the End User will use REMOTE CONTROL SYSTEM.

d) "Solution Description" the technical figures and specifications of REMOTE CONTROL SYSTEM, as better specified under Exhibit HT_SolutionDescription_2.3.

e) "Operating Environment" means the requirements needed to set up the proper working environment for an installation of Remote Control System including, among the others, technical architecture, hardware specification and network configuration requirements, as better specified under Exhibit HT_TechnicalRequirements_2.3.2.

c) Por "Leyes y Regulaciones Relevantes" se entenderá la ley y las regulaciones italianas aplicables, la ley y las regulaciones aplicables del Usuario Final y la ley y las regulaciones aplicables de cualquier otro País en el cual el Usuario Final usará REMOTE CONTROL SYSTEM.

d) Por "Descripción de la Solución" se entenderá las cifras y las especificaciones técnicas de REMOTE CONTROL SYSTEM, tal como se define más detalladamente en el Anexo HT_DescripciónDeLaSolución_2.3.

e) Por "Entorno de Trabajo" se entenderá los requisitos necesarios para configurar el entorno de trabajo adecuado para la instalación de Remote Control System que incluyen, entre otros, arquitectura técnica, especificación de hardware y requisitos de configuración de red, tal como se define más detalladamente en el Anexo HT_RequisitosTécnicos_2.3.2.
3 Object
3.1 Only in accordance with the terms and conditions set forth under this Contract and throughout the entire validity of this Contract as provided for under art. 9 debajo de, HT grants to the End User that accepts, a limited, non-exclusive, non-assignable and personal and non-transferable license to use REMOTE CONTROL SYSTEM, provided that the End User shall use REMOTE CONTROL SYSTEM only with its EPD.

4 License
4.1 The End User shall use REMOTE CONTROL SYSTEM for purposes which are fully in compliance with the Relevant Laws and Regulations and shall not use REMOTE CONTROL SYSTEM for purposes different that the one set forth under this Contract, nor shall install REMOTE CONTROL SYSTEM on endpoint target personal devices other than the EPD.

4.2 The End User undertakes:

a) not to copy, not to modify, and/or de-assemble REMOTE CONTROL SYSTEM or incorporate part of itself, totally or partially, in other programs and/or products without HT previous written consent;

b) not to undertake, cause, consent and/or authorize the modification, the creation of derived works, the translation, the reverse engineering, the decompile, the de-assemblation or REMOTE CONTROL SYSTEM.

4.2 El Usuario Final se compromete a:

a) no copiar ni modificar ni desensamblar REMOTE CONTROL SYSTEM o incorporar parte de este, de forma total o parcial, en otros programas y/o productos sin el consentimiento previo por escrito de HT;

b) no llevar a cabo, causar, prestar el consentimiento y/o la autorización para la modificación, la creación de trabajos derivados, la traducción, la ingeniería inversa, la descompilación, el
c) not to make available or however consent the access or the use of REMOTE CONTROL SYSTEM to third parties;

d) not to sell, not to transfer and neither to re-export to other countries different from the country of the End User;

e) to utilize REMOTE CONTROL SYSTEM not for military and/or similar purposes, and in any case exclusively for lawful purposes, which are fully in compliance with the Relevant Laws and Regulations, adopting all necessary devices and carrying out all the actions and behaviors in order to utilize REMOTE CONTROL SYSTEM for lawful purposes and, in particular, guaranteeing that REMOTE CONTROL SYSTEM shall not be utilized to consent an illegal access to information system, to distort the data and the programs hereby contained or damage the integrity and the functionality of information systems, to try to illegally clear safety precautions;

f) to adopt all the safety precautions suited in order to assure and guarantee the necessary confidentiality about the content of REMOTE CONTROL SYSTEM, in such a way that HT rights shall not be prejudiced;

g) to previously inform its own employees

c) no poner a disposición de terceros o permitirles de otro modo el acceso o el uso de REMOTE CONTROL SYSTEM;

d) no vender, transferir ni reexportar a otros países que no sean el país del Usuario Final;

e) no usar REMOTE CONTROL SYSTEM para propósitos militares y/o similares, sino exclusivamente para propósitos legales de conformidad con las Leyes y Regulaciones Relevantes, mediante la adopción de todos los dispositivos necesarios y la ejecución de todas las acciones y los comportamientos con el fin de utilizar REMOTE CONTROL SYSTEM para propósitos legales y, en particular, garantizando que REMOTE CONTROL SYSTEM no será usado para permitir el acceso ilegal al sistema de información, para distorsionar los datos y los programas contenidos en él, o dañar la integridad y la funcionalidad de los sistemas de información, para tratar de remover medidas de seguridad de forma ilegal;

f) adoptar todas las medidas de seguridad adecuadas con el fin de asegurar y garantizar la confidencialidad necesaria acerca del contenido de REMOTE CONTROL SYSTEM, de tal manera que no se perjudiquen los derechos de HT;

g) informar previamente a sus propios
and/or third parties which have legitimate access to REMOTE CONTROL SYSTEM about the confidentiality obligations of the End User.

4.3 The End User can not sub-license or however - in any form and modality - assign and/or sub-assign to third parties REMOTE CONTROL SYSTEM.

4.4 The USER acknowledges that the REMOTE CONTROL SYSTEM is granted in license by HT only to certain entities the selection and choice of which is made by HT after having received - and relying upon the truthness and correctness of certain representations and warranties including, among others, the fact that the End User does not (and shall not throughout the validity of the license) carry out any activity in competition with HT's activities as set forth in preamble sub a) por encima de (the "HT Activities"). In light of the above - and for the sake of clarity - the End User confirms its undertakings:

(a) to not - directly or indirectly - represent, manufacture, sell or distribute in the [INSERT TERRITORY] any products which are in competition with the REMOTE CONTROL SYSTEM and/or

(b) either as principal, agent,

empleados y/o terceros que tuvieran acceso legítimo a REMOTE CONTROL SYSTEM acerca de las obligaciones de confidencialidad del Usuario Final.

4.3 El Usuario Final no podrá otorgar sublicencias de REMOTE CONTROL SYSTEM, o de cualquier otra forma cederlo y/o subcederlo, a terceros.

4.4 El USUARIO reconoce que la licencia de REMOTE CONTROL SYSTEM es otorgada por HT solo a determinadas entidades cuya selección y elección es decidida por HT después de haber recibido, y confiando en la veracidad y corrección de ciertas declaraciones y garantías, incluidos, entre otros, el hecho de que el Usuario Final no lleva a cabo (y no lo hará durante la vigencia de la licencia) ninguna actividad en competencia con las actividades de HT, tal como se establece en el preámbulo sub a) más atrás mencionado (las "Actividades de HT"). Considerando lo anterior, y por motivos de claridad, el Usuario Final confirma sus compromisos:

(a) a no representar, fabricar, vender o distribuir, de forma directa o indirecta, en [INSERT TERRITORIO] productos que se encontrarían en competencia con REMOTE CONTROL SYSTEM, y/o

(b) ya sea en calidad de mandante, agente, gerente, empleado,
manager, employee, owner, partner, stockholder, director or officer of a company, or otherwise, to not engage or become interested financially or otherwise in any business, trade or occupation similar to or in competition or that may interfere with HT Activities,

The above obligations shall be in force throughout the duration of this Contract and for a further two-year period after its termination. Should the User breach this article 4.4, HT shall be entitled to terminate this Contract according to article 1456 of Italian Civil Code, save any further remedies provided by the law.

Las obligaciones anteriores mantendrán su vigencia durante la validez del presente Contrato y por un plazo adicional de dos años después de su finalización. Si el Usuario no cumpliera con el presente artículo 4.4, HT tendrá derecho a rescindir el Contrato de conformidad con el artículo 1456 del Código Civil Italiano, quedando a salvo cualquier otro recurso adicional provisto por la ley.
5 Performances and use of REMOTE CONTROL SYSTEM

5.1 For all the duration of the guarantee as provided by art.14 debajo de, HT guarantees that the performances and the functioning level of REMOTE CONTROL SYSTEM, as long as correctly utilized by the End User, shall be those described in the “White Paper”, being however agreed that HT cannot be held liable should certain functionalities and performances of REMOTE CONTROL SYSTEM shall be limited due to future modification, enhancements and/or improvements of third parties technologies or products. It remains understood however that HT does not make any attestation about the results that the End User can achieve utilizing REMOTE CONTROL SYSTEM and does not guarantee that the operations realized utilizing REMOTE CONTROL SYSTEM shall be uninterrupted and/or without errors.

5.2 The End User shall comply with all the obligations provided by this Contract, as well as with all the Relevant Laws and Regulations.

5.3 The End User shall also use REMOTE CONTROL SYSTEM only for the lawful purposes, provided that the End User, inter alia, cannot:

(a) illegally intercept, distort, damage or modify any data or communication;

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(b) endanger data or functionality of systems or parts of systems or internet connections of third parties.

5.4 End User undertakes to strictly comply with all and any guidelines that might be communicated by HT with reference to the proper use of REMOTE CONTROL SYSTEM and its security features.

6.1 HT is, shall be and shall remain the sole and exclusive owner of the Intellectual Property Rights of REMOTE CONTROL SYSTEM and of the consequent economic utilization rights, the content of which is subject of industrial secret.

6.2 The End User expressly acknowledges, declares and accepts that it shall not claim and/or exercise with regard to REMOTE CONTROL SYSTEM any other or further rights except those related to the non exclusive license granted by HT with this Contract.

6.3 The End User must immediately inform HT in writing about any illegal use of REMOTE CONTROL SYSTEM or in violation of the provisions of this Contract, which the End User might be aware of during the validity of this Contract.

6.4 In case of any possible action started by HT against third parties illegally using REMOTE

Derechos de Propiedad Intelectual

HT es, será y seguirá siendo propietario único y exclusivo de los Derechos de Propiedad Intelectual de REMOTE CONTROL SYSTEM y de los derechos de utilización económica consecuentes, cuyo contenido está sujeto a secreto industrial.

El Usuario Final reconoce, declara y acepta de manera expresa que no reclamará ni ejercerá, con respecto a REMOTE CONTROL SYSTEM, ningún otro derecho, salvo los derechos relacionados con la licencia no exclusiva otorgada por HT con el presente Contrato.

El Usuario Final deberá informar inmediatamente a HT por escrito acerca de cualquier uso ilegal de REMOTE CONTROL SYSTEM, o en violación de las disposiciones del presente que el Usuario Final conozca durante la validez de este Contrato.

En caso de cualquier acción eventual iniciada por HT contra terceros que usaran
CONTROL SYSTEM, the End User hereby undertakes to provide HT with every reasonable support as well with any specific support as may be requested by HT.

REMOTE CONTROL SYSTEM ilegalmente, el Usuario Final se compromete por medio del presente a prestar a HT todo el apoyo razonable y específico requerido por HT.
7 Maintenance and HT warranty

7.1 The End User is aware and acknowledges that under Italian applicable law – and allegedly under the Relevant Laws and Regulations – REMOTE CONTROL SYSTEM must not be installed on and/or sent by means of any kind of electronic support to any personal computer belonging to third parties, without having obtained the previous and express consent of these latter parties.

7.2 “Maintenance” means maintenance services including only and exclusively Error Corrections and Updates of REMOTE CONTROL SYSTEM (as defined below in this article 7) provided by HT to the End User under this Agreement. The distribution of Error Corrections and Updates does not include installation. Maintenance does not include neither assistance for End User’s specific application, or Third Party applications, nor Upgrades of REMOTE CONTROL SYSTEM. To this regard, it is expressly agreed that HT shall be free, at its own discretion, to provide Maintenance Service.

7.3 “Updates” means enhancements, improvements of REMOTE CONTROL SYSTEM which do not materially change the functionality of the product and which is made generally available.
at no additional cost to the End User who purchase Maintenance.

Updates may include Error Corrections and are generally identified by HT by incrementing the numeral immediately to the right of the decimal point in the version number. If a question arises as to whether a product offering is an Update or an Upgrade, HT’s sole determination will prevail.

7.4 Upgrades.

"Upgrades" means a major release, significant modification of REMOTE CONTROL SYSTEM such that the feature and function of such product is altered and is generally distributed by HT to the End User. Upgrades are generally identified by the same product name and incrementing the numeral immediately to the left of the decimal point in the version number. If a question arises as to whether a product offering is an Upgrade or an Update, HT's sole determination will prevail; therefore, Upgrades are not included in the Maintenance.

7.5 Error Correction.

"Error correction" (or "Bug Fixes") means either a modification or addition that, when made or added to REMOTE CONTROL SYSTEM, brings such software into material conformity with its user documentation or a procedure or routine that, when observed

se ponen a disposición del Usuario Final que adquiere el Mantenimiento sin costes adicionales.

Updates pueden incluir Correcciones de Errores y son generalmente identificadas por HT mediante el incremento del numeral inmediatamente a la derecha del punto decimal del número de versión. Si surgiera una pregunta respecto a si la oferta de un producto es un Update o un Upgrade, prevalecerá la determinación exclusiva de HT.

7.5 Corrección de Errores.

El término "Corrección de Errores" (o "Arreglo de Fallas") se refiere a una modificación o adición que, cuando se realiza o se añade a REMOTE CONTROL SYSTEM, pone dicho software en conformidad material con su
in the regular operation of REMOTE CONTROL SYSTEM, avoids the material adverse effect of such nonconformity.

7.6 Error Corrections and Updates for REMOTE CONTROL SYSTEM are made generally available to the End User at no additional cost only during the first year term from the delivery of the REMOTE CONTROL SYSTEM to the End user. Should the End User wish to receive Error Correction and Updates after the expiration of the above mentioned term End User shall enter into a specific maintenance agreement the conditions and terms of which shall be communicated by HT to the End User.

7.7 All Maintenance provided, including documentation and program materials, is subject to the terms and conditions set forth under art. 4 por encima de.

Any Updates, Error Corrections or Upgrades provided to End User hereunder shall not modify or alter the limitations and use restrictions set forth in this Contract.

7.8 The Maintenance that is provided under this Contract does not include error correction or replacement of REMOTE CONTROL SYSTEM required as a result of (i) causes other than normal use, including, without limitation, repair, maintenance, alteration or modification of REMOTE CONTROL SYSTEM by persons

7.6 Las correcciones de errores y las actualizaciones para REMOTE CONTROL SYSTEM se ponen generalmente a disposición del Usuario Final sin coste adicional solo durante el primer año a partir de la entrega de dicho sistema al Usuario Final. Si el Usuario Final quisiera recibir las correcciones de errores y actualizaciones después del vencimiento del plazo mencionado anteriormente, deberá celebrar un acuerdo de mantenimiento específico cuyos términos y condiciones les serán comunicados por HT.

7.7 Todo el mantenimiento suministrado, incluidos materiales de programas y documentación, está sujeto a los términos y las condiciones establecidos en el art. 4 más atrás.

Las actualizaciones, correcciones de errores o mejoras suministradas al Usuario Final por medio del presente no modificarán ni alterarán las limitaciones y las restricciones de uso establecidas en este Contrato.

7.8 El mantenimiento que se proporciona en virtud del presente Contrato no incluye la corrección de errores o la sustitución de REMOTE CONTROL SYSTEM requeridas como resultado de (i) causas que no fueran el uso normal, como por ejemplo, la reparación, el mantenimiento, la alteración o la modificación de REMOTE
other than the End User or its authorized personnel; or (ii) accident, fault or negligence of the End User; or (iii) operator error; or (iv) improper use or misuse of REMOTE CONTROL SYSTEM; or (v) cause external to REMOTE CONTROL SYSTEM such as but not limited to failure of electrical systems, fire, or water damage; or (vi) error correction or replacement required due to modifications made by the End User to REMOTE CONTROL SYSTEM, or the use of REMOTE CONTROL SYSTEM with software or equipment other than that which REMOTE CONTROL SYSTEM was originally licensed for use with.

7.9 End User shall be responsible for the use of REMOTE CONTROL SYSTEM, including but not limited to assuring proper operating environment, as better described in Exhibit HT_TechnicalRequirements_2.3.2. In particular, save any further obligations of the End User provided for in this Contract with reference to the proper use and operation of REMOTE CONTROL SYSTEM, the End User undertakes to use all ordinary due care and diligence when operating REMOTE CONTROL SYSTEM.

End User undertakes to operate REMOTE CONTROL SYSTEM at the then current Update and to use its best efforts to isolate and document errors in REMOTE CONTROL SYSTEM. Save as stated in art. 10 debajo de, should End User breach this article 7.9 it shall pay to HT, as liquidated damages, an amount equal to 3 times the amount paid by the End User for the license, save the right of HT to claim for further damages.

7.9 El Usuario Final será responsable del uso de REMOTE CONTROL SYSTEM, incluida, sin limitación, la garantía de un entorno operativo adecuado, tal como se describe más detalladamente en el Anexo HT_RequisitosTécnicos_2.3.2. En particular, salvo cualquier otra obligación adicional del Usuario Final establecida en el presente Contrato con referencia al uso y a la operación adecuados de REMOTE CONTROL SYSTEM, el Usuario Final se compromete a observar el debido cuidado y la diligencia normal al operar REMOTE CONTROL SYSTEM.

El Usuario Final se compromete a operar REMOTE CONTROL SYSTEM en la Actualización presente, y a arbitrar todos los medios a su alcance para aislar y documentar los errores que surgieran en REMOTE CONTROL SYSTEM. Con las salvedades establecidas en el art. 10 más adelante, si el Usuario Final no cumpliera con el presente artículo 7.9 deberá abonar a
7.10 Should, throughout the validity of this Contract, (i) HT release an Upgrade, upon End User's written request to purchase and receive such Upgrade, End User agrees to pay the amount agreed with HT for such Upgrade (ii) End User need additional services such as training or professional services different from Maintenance services and/or Upgrade, End User will send a request for quotation in writing to HT and HT will, at its own discretion communicate to End User its availability to perform the requested services, providing End User with the relevant quotation if End User accepts the HT quotation then the End User shall send an official order to HT which, when accepted by HT, shall constitute a separate agreement.

7.10 Si, durante la validez del presente Contrato, (i) HT lanzara una Mejora, previa solicitud por escrito del Usuario Final para adquirir y recibir dicha Mejora, el Usuario Final acepta abonar la suma acordada con HT por la Mejora; (ii) el Usuario Final necesitara servicios adicionales tales como capacitación o servicios profesionales distintos de los servicios de Mantenimiento y/o Mejora, el Usuario Final enviará una solicitud de presupuesto por escrito a HT y HT comunicará, a su criterio, al Usuario Final su disponibilidad para llevar a cabo los servicios solicitados, proporcionándole el presupuesto correspondiente; si el Usuario Final aceptara el presupuesto de HT, el primero deberá enviar un pedido oficial a HT el cual, al ser aceptado por HT, constituirá un acuerdo separado.
8 Compensation

8.10 As compensation for the non-exclusive non-assignable and non-transferable license of REMOTE CONTROL SYSTEM, the User shall pay to HT an una tantum amount equal to the amount specified in the Offer attached hereto, Exhibit HT_Commercial Proposal.

8.11 The payment set forth under 8.10 por encima de shall have to be made by means of a wire bank transfer within [Number days] from the issuance of the invoice by HT.

8.12 In case of default of payment, the User shall be bound to pay to HT an interest corresponding to the prime rate of the European Central Bank increased of 7 percentage points.

8.13 All payments to be performed under this Contract shall be made in Euro (€).

9 Duration

9.10 This Contract shall commence starting from its signature and shall have an indefinite duration.

9.11 Either party shall be entitled to freely terminate this Contract with a 6 (six) months prior written notice to be given by registered letter r.r. to the other party.
9.12 Pending the termination of this Contract, further to the abovementioned notice, the End User shall continue to comply with the obligations set forth by this Contract and to carry out its activity in such a way not to cause damages to HT.

9.13 HT may also terminate this Agreement, including any maintenance, update and/or upgrade of REMOTE CONTROL SYSTEM, effective immediately upon the receipt by the other party of written notice, should the other party and/or the End User be located and/or perform their activities in Countries involved in wars, threat of or preparation for war, armed conflict and/or subject to imposition and/or recommendation of sanctions, embargo, breaking off of diplomatic relations or similar actions including ascertained violation of human rights.

9.14 The End User acknowledges and agrees that all the payments due to HT as considerations of the license and of the other HT performances under this Agreement shall be made by a third party that has been duly delegated for this purpose at terms and conditions well known and accepted by the End User. Should HT do not receive the considerations agreed at the above terms and conditions, HT shall be entitled to terminate this Agreement with immediate effect.

9.12 Estando pendiente la rescisión del presente Contrato, además de la notificación mencionada anteriormente, el Usuario Final continuará con el cumplimiento de las obligaciones establecidas en este Contrato y con la ejecución de sus actividades de manera tal que no cause daños a HT.

9.13 HT también podrá rescindir el presente Contrato, incluido cualquier tipo de mantenimiento, actualización y/o mejora de REMOTE CONTROL SYSTEM, con efecto inmediato a partir de la recepción por la otra parte de notificación escrita, si la otra parte y/o el Usuario Final estuvieran ubicados y/o llevaran a cabo sus actividades en Países que estuvieran involucrados en guerras, bajo amenaza de guerra o preparándose para guerras, conflictos armados y/o sujetos a imposición y/o recomendación de sanciones, embargo, ruptura de relaciones diplomáticas o acciones similares, incluida la violación comprobada de derechos humanos.

9.14 El Usuario Final reconoce y acepta que todos los pagos debidos a HT, como contraprestación de la licencia y de otras ejecuciones de HT en virtud del presente Contrato, serán realizados por un tercero debidamente designado para este fin de acuerdo con los términos y las condiciones bien conocidos y aceptados por el Usuario Final. Si HT no recibiera el pago en virtud de los términos y las condiciones anteriores, HT tendrá derecho a rescindir el presente Contrato con efecto inmediato.
10 Termination by Default
10.1 HT is entitled to immediately terminate this Contract, including maintenance, pursuant to article 1456 of the Civil Code – by serving the End User with a written notice, by means of registered letter return receipt – should the End User be in breach of one or more of its obligations provided for by Articles 3.1, 4.1, 4.2, 4.3, 5.2, 5.3, 5.4, 6.3, 6.4, 7.9, 7.10, 8.10, 8.11, 12, 13 of this Contract.

10 Rescisión por Incumplimiento
10.1 HT tendrá derecho a rescindir inmediatamente el presente Contrato, incluido el mantenimiento, de conformidad con el artículo 1456 del Código Civil italiano, previa entrega de notificación escrita al Usuario Final, a través de carta certificada con acuse de recibo, si el Usuario Final no cumpliera una o más de las obligaciones establecidas en los Artículos 3.1, 4.1, 4.2, 4.3, 5.2, 5.3, 5.4, 6.3, 6.4, 7.9, 7.10, 8.10, 8.11, 12, 13 de este Contrato.

11 Consequences of the termination of the Contract
11.1 Upon the termination of this Contract pursuant to any reason or cause, the End User shall immediately cease to use REMOTE CONTROL SYSTEM in any way and the End User shall immediately remove, de-install, cancel and delete REMOTE CONTROL SYSTEM from any EDP, floppy disk, networks, or any other electronic support shall destroy all copies of REMOTE CONTROL SYSTEM, providing to HT a written certification of such destruction.

11 Consecuencias de la rescisión del Contrato
11.1 Al momento de la rescisión del presente Contrato por cualquier razón o causa, el Usuario Final deberá dejar de usar REMOTE CONTROL SYSTEM inmediatamente; asimismo, deberá quitar, desinstalar, cancelar y eliminar REMOTE CONTROL SYSTEM de manera inmediata de cualquier PED, disquete, red o cualquier otro soporte electrónico, destruyendo todas las copias de REMOTE CONTROL SYSTEM y proporcionando a HT una certificación escrita de dicha destrucción.

11.2 The End User shall immediately hand back to HT all the documentation regarding REMOTE CONTROL SYSTEM that HT may give to the End User under this Contract.

11.2 El Usuario Final deberá, de manera inmediata, devolver a HT toda la documentación relativa a REMOTE CONTROL SYSTEM que HT le hubiere entregado en virtud del presente Contrato.

11.3 It is further agreed that, save as stated in articles 11.1 and 11.2 above, should (i) this Contract be terminated for any reason or cause and/or (ii) End User do not maintain (in case of

11.3 Asimismo, se acuerda que, salvo la disposición contenida en los artículos 11.1 y 11.2 anteriormente mencionados, si (i) el presente Contrato finalizara por cualquier
not renewal of the maintenance or for any other different reasons) or update the REMOTE CONTROL SYSTEM in accordance to this Contract and/or in accordance to the maintenance instructions - that might be, time by time and upon payment of the relative fees, provided by HT - End User will be allowed only and exclusively to read (i) the data collected until the occurrence of the above mentioned events and (ii) those that shall be collected by the already installed REMOTE CONTROL SYSTEM. It is further understood that should one or more of the event sub (i) and (ii) occur, HT shall not guarantee any longer the functionalities of the REMOTE CONTROL SYSTEM as described in the "Solution Description".

(iii) La extracción de evidencia que consta de la información recogida.

Aclarar esta parte del ítem, NO es concordante con lo indicado en los puntos anteriores.
12 Confidentiality

12.1 Confidential information in this Contract means any and all technical, financial or commercial information stated by either party to be confidential or confidential in nature.

12.2 Each Party shall keep in strict confidence all Confidential Information obtained from the other Party in the course of performance of this Contract.

12.3 Each Party may disclose Confidential Information to its employees and to third parties only to the extent strictly necessary for the performance of this Contract or as required by law. A disclosing Party shall cause its employees and third parties to observe the obligations of this Article.

12.4 Each Party shall store away carefully the Confidential Information disclosed by the other Party and shall take reasonable measures to prevent disclosure to unauthorized parties. A receiving Party shall copy the Confidential Information disclosed by the other Party only to the extent that this is necessary in the context of the purpose.

12.5 The obligations contained in this Article shall survive any termination or expiration of this Contract.

13 Assignment

13.1 Neither Party is entitled to assign, in whole or in part, the Contract without the prior written consent of the other Party.

13.2 Each Party agrees to use reasonable efforts to facilitate any assignment by the other Party.

13 Cesion

13.1 Ninguna Parte tiene derecho a ceder, en su
14 Exclusion of HT liability and HT warranty

14.1 REMOTE CONTROL SYSTEM is provided to the End User “AS IS”.

14.2 In accordance with and within the limits of Article 1490 of the Civil Code, HT warrants that for a period of twelve months from the date REMOTE CONTROL SYSTEM is delivered to the End User the REMOTE CONTROL SYSTEM will perform substantially in accordance with the accompanying written materials and will be free from defects in materials and workmanship under normal use and service, being however agreed that HT cannot be held liable should certain functionalities and/or performance of REMOTE CONTROL SYSTEM shall be limited due to future enhancements and/or improvements of third parties technologies or products. Such warranty shall not apply should failure of REMOTE CONTROL SYSTEM result from accident, abuse, misapplication, improper calibration by the End User, third party products (i.e., hardware or software) used by the End User which are not intended by HT for use with REMOTE CONTROL SYSTEM, utilization of an improper hardware or software key (if applicable), or unauthorized maintenance of REMOTE CONTROL SYSTEM.

14.3 Except as expressly set forth above, no
14.4 Notwithstanding HT's liability in accordance with article 1229 of the Italian Civil Code, in no event shall the total value of all monies paid by the End User or for REMOTE CONTROL SYSTEM to HT or for REMOTE CONTROL SYSTEM exceed the total value of all monies paid by the End User to the third party supplier to HT or for REMOTE CONTROL SYSTEM.

14.5 Sin perjuicio de la responsabilidad de HT de conformidad con el Artículo 1229 del Código Civil Italiano, en ningún caso la responsabilidad de HT por un incumplimiento de la presente Contrato superará el valor total de todo el dinero abonado por el Usuario Final o por el tercero proveedor a HT o por REMOTE CONTROL SYSTEM.

APPENDIX C - HT GALLEY B - ARCHIVE/001

14.4 En el máximo alcance permitido por el Artículo 1226 del Código Civil Italiano, en ningún momento será HT (incluidos sus directores, funcionarios, empleados y agentes) responsable por daños, directos, indirectos, incidentales, exemplares, o daños emergentes, gastos, lucro cesante, pérdida de información comercial o cualquier otro tipo de daño que surja del uso o incapacidad de uso de REMOTE CONTROL SYSTEM. El Usuario Final reconoce que las tasas y los precios aplicables reflejan esta asignación de riesgo.

14.4. To the maximum extent permitted by article 1229 of the Italian Civil Code, in no event shall the total value of all monies paid by the End User to HT or for REMOTE CONTROL SYSTEM exceed the total value of all monies paid by the End User to the third party supplier to HT or for REMOTE CONTROL SYSTEM.
14.6 HT shall never be liable with regard to the use of REMOTE CONTROL SYSTEM made by the End User in breach of this Contract or for any purposes that is in violation of the Relevant Laws and Regulations, nor for unlawful activities and acts, nor for another liability, for direct, indirect damages caused by the use by the End User or by the incapacity to use REMOTE CONTROL SYSTEM.

14.7 HT's liability to indemnify the End User under this Section will be reduced proportionally to the extent that any negligent act or omission of the End User contributed to the relevant liability, loss or damage, or loss or expense.

14.8 End User, at its own costs and charge, shall keep HT (and its shareholders and directors) harmless and indemnified with reference to any loss, cost, civil and/or criminal liability, claim, action of third parties, including judicial authority, damage, expenditure (including, but not limited to, fines, pecuniary sanctions and any other reasonable legal expenses and costs) that shall be due to action, omission (including omissions to make use of updates and/or patches released by REMOTE CONTROL SYSTEM), tort, negligence, gross fraud of the End User, its directors, employees, agents or consultants using REMOTE CONTROL SYSTEM.

14.6 HT no será nunca responsable respecto al uso de REMOTE CONTROL SYSTEM realizado por el Usuario Final, en incumplimiento del presente Contrato o para propósitos que violen las Leyes y Regulaciones Relevantes, ni para actividades y actos ilegales ni por cualquier otra responsabilidad por daños directos e indirectos causados por el uso por parte del Usuario Final o por la incapacidad para usar REMOTE CONTROL SYSTEM.

14.7 La responsabilidad de HT de indemnizar al Usuario Final en virtud de esta Sección se reducirá proporcionalmente en la medida en que cualquier acto u omisión negligente del Usuario Final hubiera contribuido a la correspondiente responsabilidad, pérdida o daño, o pérdida o gasto.

14.8 El Usuario Final, a su propio costo, deberá mantener a HT (y sus accionistas y directores) indemne e indemnizado con respecto a cualquier pérdida de coste, responsabilidad civil y/o penal, reclamo, acción de terceros, incluida la autoridad judicial, daño, gasto (incluidos, sin limitación, multas, sanciones pecuniarias y cualesquiera otros gastos y costes legales razonables) que fueran debidos a la acción, omisión (incluidas omisiones de hacer uso de actualizaciones y/o parches lanzados por CONTROL REMOTE SYSTEM), agravio, negligencia, fraude del Usuario Final, sus directores, empleados, agentes o consultores mediante el uso de REMOTE CONTROL SYSTEM.
15 Applicable law and JURISDICTION

15.1 This Contract shall be governed by Italian applicable law.

15.2 Any dispute arising out or in connection with this Contract, including any question regarding its existence, validity or termination, shall be submitted to and finally settled by a panel of three arbitrators under the rules of the Arbitration Regulation of the Milan Chamber of National and International Arbitration, which the parties declare to be aware of.

15.3 The arbitration shall be held in Milan and the language shall be English.

15.4 The Arbitrators will decide according to the rules of the international arbitration set forth in the Italian Code of Civil Procedure.

16 MISCELLANEOUS

16.1 In carrying out their obligations under this Contract the Parties will act in accordance with the principles of good faith and fair dealing.

16.2 This Contract constitutes the entire agreement between the Parties with respect to the subject matter of the Contract and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of the Contract. No variation of this Contract is binding, valid and enforceable unless it is agreed in writing between the Parties.
16.3 Should one or more of the clauses of this Contract be considered invalid, illegal or ineffective for any reason, such invalidity, illegality or ineffectiveness shall not be of prejudice for validity, legality or effectiveness of all the other clauses. In such cases parties shall agree on the substitution of those clauses with new valid clauses achieving the same results.

16.4 Both the premises and each section of this Contract have been negotiated and established by the Parties in full agreement and therefore the Parties acknowledge that article 1341 and subsequent of the Civil Code shall not apply to this Contract.

16.5 In this Contract where any conflict arises between the terms and conditions contained in the Sections of this Contract and any part of a Exhibits (and Attachments if any), the terms and conditions of the clauses of this Contract prevail.

[Place of Signature ], on [date of signature]

List of Exhibits:

HT_Galileo_SolutionDescription_2.3
HT_Galileo_TechnicalRequirements_2.3.2
HT_Galileo_Commercial Proposal

HT S.r.l.

Lista de Anexos:

HT_Galileo_Descripción delaSolución_2.3
HT_Galileo_Requisitos Técnicos_2.3.2
HT_Galileo.Propuesta Comercial

HT S.R.L.