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**Remote Control System**

End User License Agreement

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HT S.r.l.

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P.IVA: 03924730967 – Capitale Sociale: € 223.572,00 i.v.

N° Reg. Imprese / CF 03924730967 – N° R.E.A. 1712545

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## END USER SOFTWARE LICENSE AGREEMENT

### Between

**HT S.r.l.**, an Italian limited liability company, with registered office in Milano, Via Moscova n. 13, registered before the 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

[**AGENCY NAME**], an [**NATIONLITY**], with registered office in [ **DATE OF SIGNATURE** ], [ **AGENCY ADDRESS** ], registered before [**REGISTRATION DATE**], Fiscal Code and VAT n. [**VAT NUMBER**], hereby represented by [ **SURNAME AND 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 ethical hacking, forensic analysis, cryptography, certifications of systems security, risks analysis and control, as well as project and development of offensive security software solutions;
- b) within its activities, HT has created, projected and produced a software under the name "Remote Control System" (hereafter "RCS") with regard to which HT is the sole and exclusive owner of all the intellectual property rights, as better defined under article 2 sotto;
- c) RCS 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 RCS, granting a limited, non-exclusive, non-assignable and non-transferable license to use RCS;
- e) the End User, is a [**Territory**]operating, inter alia, in the field of [ **Branch of Activity**];
- f) the End User, well knowing RCS and acknowledging its functionality, applications and performances, intends to obtain a non-exclusive, non-assignable and non-transferable license of RCS 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

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and Regulations – as better defined under article 2 sotto 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 RCS: (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 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 RCS.

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- 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 RCS.
- d) "Technical Specifications" the technical figures and specifications of RCS, as better specified under Exhibit A.

## **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 sotto, HT grants to the End User that accepts, a limited, non-exclusive, non-assignable and personal and non-transferable license to use RCS, provided that the End User shall use RCS only with its EPD.

## **4** License

- 4.1** The End User shall use RCS for purposes which are fully in compliance with the Relevant Laws and Regulations and shall not use RCS for purposes different that the one set forth under this Contract, nor shall install RCS 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-assembly RCS 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-assembly or RCS;
  - c) not to make available or however consent the access or the use of RCS 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 RCS 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 RCS for lawful purposes and, in

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particular, guaranteeing that RCS 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 RCS, in such a way that HT rights shall not be prejudiced;
- g) to previously inform its own employees and/or third parties which have legitimate access to RCS 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 RCS.

**4.4** The USER acknowledges that the RCS 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 truthiness 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) sopra (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 [Territory] any products which are in competition with the REMOTE CONTROL SYSTEM and/or

(b) either as principal, agent, 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,

**4.5** 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.

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## **5 Performances and use of RCS**

**5.1** For all the duration of the guarantee as provided by art.14 sotto, HT guarantees that the performances and the functioning level of RCS, as long as correctly utilized by the End User, shall be those described in the Technical Specifications, being however agreed that HT cannot be held liable should certain functionalities and/performances of RCS shall be limited due to future 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 RCS and does not guarantee that the operations realized utilizing RCS 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 RCS only for the lawful purposes, provided that the End User, inter alia, cannot:

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

**(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 RCS and its security features.

## **6 Intellectual Property Rights**

**6.1** HT is, shall be and shall remain the sole and exclusive owner of the Intellectual Property Rights of RCS 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 RCS 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 RCS 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 RCS, the End User hereby undertakes to provide HT with every reasonable support as well with any specific support as may be requested by 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 – RCS 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 RCS (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 RCS. To this regard, it is expressly agreed that HT shall be free, at its own discretion, to provide Maintenance Service.

### Updates.

**7.3** Updates means enhancements, improvements of RCS 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 mean a major release, significant modification of RCS 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



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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 RCS, brings such software into material conformity with its user documentation or a procedure or routine that, when observed in the regular operation of RCS, avoids the material adverse effect of such nonconformity.

**7.6** Error Corrections and Updates for RCS are made generally available to the End User at no additional cost only during the first year term from the delivery of the RCS 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 to HT upon End User's request.

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

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 (i) error correction or replacement of RCS required as a result of causes other than normal use, including, without limitation, repair, maintenance, alteration or modification of RCS by persons 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 RCS; or (v) cause external to RCS 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 RCS, or the use of RCS with software or equipment other than that which RCS was originally licensed for use with.

**7.9** End User shall be responsible for the use of RCS, including but not limited to assuring proper operating environment. In particular, save any further obligations of the End User provided for in this Contract with reference to the proper use and operation of RCS, the End User undertakes to use all ordinary due care and diligence when operating RCS.

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End User undertakes to operate RCS at the then current Update and to use its best efforts to isolate and document errors in RCS. Save as stated in art. 10 sotto, 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 for the license, save the right of HT to claim for further damages.

**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.

## **8** Compensation

**8.1** As compensation for the non-exclusive non-assignable and non-transferable license of RCS Full, the User shall pay to HT an una tantum amount equal to as listed in Exhibit B attached hereto.

**8.2** The payment set forth under 8.1 sopra shall have to be made by means of a wire bank transfer within [No. days] from the issuance of the invoice by HT.

**8.3** 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.

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

## **9** Duration

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

**9.2** 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.

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**9.3** 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.

**9.4** HT may also terminate this Agreement, including any maintenance, update and/or upgrade of RCS, 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.

## **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, 8.1, 8.2, 12, 13 of this Contract.

## **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 RCS in any way and the End User shall immediately remove, de-install, cancel and delete RCS from any EDP, floppy disk, networks, or any other electronic support shall destroy all copies of RCS, providing to HT a written certification of such destruction.

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

**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 not renewal of the maintenance or for any other different reasons) or update the RCS 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 RCS. 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 RCS as set forth in the Technical Specifications.

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## **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, provided, however, that the term "Confidential Information" shall not include any information which:

- i) was already known to the receiving Party at the time of disclosure by or on behalf of the other Party; or
- ii) at the time of disclosure to a Party is part of literature or other sources of knowledge accessible to the public or which after such disclosure becomes part of literature or other sources of knowledge accessible to the public, without the culpable negligence or action of the other Party, its employees or third parties it is responsible for; or
- iii) was available to the receiving Party from a source other than the disclosing Party, provided that such source is not under any confidentiality obligation to the disclosing Party; or
- iv) is developed by a Party independently of any information disclosed by or on behalf of the disclosing Party.

**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, this Contract without the previous written agreement of the other Party.

## **14 Exclusion of HT liability and HT warranty**

**14.1** RCS 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 RCS is delivered to the End User the RCS 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 RCS shall be limited due to future enhancements and/or improvements of third parties technologies or products . Such warranty shall not apply should failure of RCS 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 RCS, utilization of an improper hardware or software key (if applicable), or unauthorized maintenance of RCS.

**14.3** Except as expressly set forth above, no other warranties either express or implied are made with regard to RCS including, but not limited to any implied warranties of merchantability, fitness for a particular purpose, title or non infringement. HT does not warrant, guarantee or make any representation regarding the use of or the results of the use of RCS in terms of correctness, accuracy, reliability and does not warrant that the operation of RCS will be uninterrupted and/or error free.

**14.4** To the maximum extent permitted by article 1229 of the Italian Civil Code, in no event shall HT (including its and their directors, officers, employees, and agents) be liable for any damages, including, but not limited to, any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or inability to use the RCS. The End User acknowledges that the applicable fees and prices reflect this allocation of risk.

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- 14.5** Notwithstanding HT's liability in accordance with article 1229 of the Italian Civil Code, in no event HT's liability for a breach of this Contract shall exceed the total value of all monies paid by the End User or by the third party supplier to HT or for RCS.
- 14.6** HT shall never be liable with regard to the use of RCS 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 RCS.
- 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 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 RCS), tort, negligence, gross fraud of the End User, its directors, employees, agents or consultants using RCS.

## **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.

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## **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:**

**Exhibit A                      Technical Specifications**

**HT S.r.l.**

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**[Agency Name ]**

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