

]HackingTeam[

SOFTWARE LICENSE AGREEMENT v3

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

[], an [], with registered office in [], [], registered before [], Fiscal Code and VAT n. [], hereby represented by [], in his quality of [] of the company (hereafter "**User**").
(hereafter, together HT and the 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 below;
- (c) RCS is a 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 User, is a [] operating, *inter alia*, in the field of [];
- (f) the 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 and Regulations – as better defined under Article 2 below – and in accordance with the terms and condition hereby agreed upon with HT.

HT S.r.l.

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e-mail: info@hackingteam.it – web: <http://www.hackingteam.it>

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

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ALL BEING SAID IT IS AGREED AS FOLLOWS

ART. 1 – Premises and attachments

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

ART. 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 therefore, 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 therefore, 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 User networks and owned by the User on which the User will install RCS.
- (c) “**Relevant Laws and Regulations**” means Italian applicable law and regulations, the applicable law and regulations of the User and the applicable law and regulations of any other Country in which the User will use RCS.
- (d) “**Technical Specifications**” the technical figures and specifications of RCS.

ART. 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 Article 10, HT grants to the User, that accepts, a limited, non-exclusive, non-assignable and personal and non-transferable license to use RCS, provided that the User shall use RCS only with its EPD.

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ART. 4 – License

4.1 The 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 User undertakes:

- (i) 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;
- (ii) 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;
- (iii) not to make available or however consent the access or the use of RCS to third parties;
- (iv) not to sell, not to transfer and neither to re-export to other countries different from the country of the User;
- (v) 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 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;
- (vi) 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;
- (vii) to previously inform its own employees and/or third parties which have legitimate access to RCS about the confidentiality obligations of the User.

4.3 The User can not sub-license or however - in any form and modality – assign and/or sub-assign to third parties RCS.

ART. 5 – Performances and use of RCS

5.1 For all the duration of the guarantee as provided by Article 14 below, HT guarantees that the performances and the functioning level of RCS, as long as correctly utilized by the User, shall be as described in the Technical Specifics.

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It remains understood however that HT does not make any attestation about the results that the 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 User shall comply with all the obligations provided by this Contract, as well as with all the Relevant Laws and Regulations.

5.3 The User shall also use RCS only for the lawful purposes, provided that the User, *inter alia*, can not:

- (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.

ART. 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 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 User must immediately inform HT in writing about any illegal use of RCS or in violation of the provisions of this Contract, which the 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 User hereby undertakes to provide HT with every reasonable support as well with any specific support as may be requested by HT.

ART. 7 – Maintenance and HT warranty

7.1 The Parties acknowledge that the installation shall be directly and exclusively performed by the User, at its own costs, charge and liability.

7.2 The User is aware and acknowledges that under Italian applicable law – any 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.

7.3 If HT, in its sole discretion creates maintenance software releases. 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 User under this Agreement and which

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costs and fees are set forth in article 7.11 below. The distribution of Error Corrections and Updates does not include installation. Maintenance does not include neither assistance for User's specific application, or Third Party applications, nor Upgrades of RCS.

7.4 Updates.

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 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.

7.5 Upgrades.

Upgrades means 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 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.

7.6 Error Correction.

Error correction 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.

7.7 Subject to full payment of the yearly Maintenance fees, HT shall provide at no additional cost to the User, Error Corrections and Updates for RCS, made generally available during the term of this Contract..

7.8 All Maintenance provided, including documentation and program materials, is subject to the terms and conditions set forth under Article 4.

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

7.9 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 User or its authorized personnel; or (ii) accident, fault or negligence of the 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 User to RCS, or the use of RCS with software or equipment other than that which RCS was originally licensed for use with.

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7.10 User shall be responsible for the use of RCS, including but not limited to assuring proper operating environment.

User shall operate RCS at the then current Update, and use its reasonable efforts to isolate and document errors in RCS.

7.11 *Maintenance Fees.*

In consideration for the Maintenance, User agrees to pay the amount agreed with HT on a yearly basis. User shall pay the Maintenance Fee on the first day of each year.

7.12 Should, throughout the validity of this Contract, (i) HT release an Upgrade, upon User's written request to purchase and receive such Upgrade, User agrees to pay the amount agreed with HT for such Upgrade (ii) User need additional services such as training or professional services different from Maintenance services and/or Upgrade, User will send a request for quotation in writing to HT and HT will, at its own discretion communicate to User its availability to perform the requested services, providing User with the relevant quotation if User accepts the HT quotation then the User shall send an official order to HT which, when accepted by HT, shall constitute a separate agreement.

ART. 8 – Compensation

Not applicable

ART. 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.

9.3 Pending the termination of this Contract, further to the abovementioned notice, the 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.

ART. 10 – Termination of the Contract

10.1 HT is entitled to immediately terminate this Contract pursuant to article 1456 of the Civil Code – by serving the User with a written notice, by means of registered letter return receipt – should the User be in breach of one or more of its obligations provided for by Article 3.1, 4.1, 4.2, 4.3, 5.2, 5.3, 6.2, 6.3, 6.4, 6.5, 6.6, 7.1, 8.1 of this Contract.

ART. 11 – Consequences of the termination of the Contract

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11.1 Upon the termination of this Contract pursuant to any reason, the User shall immediately cease to use RCS in any way and the 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 User shall immediately hand back to HT all the documentation regarding RCS that HT may give to the User under this Contract.

ART. 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:

- (a) was already known to the receiving Party at the time of disclosure by or on behalf of the other Party; or
- (b) 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
- (c) 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
- (d) 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.

ART. 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.

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ART. 14 – Exclusion of HT liability and HT warranty

14.1 RCS is provided to the 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 shipped to the 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. Such warranty shall not apply should failure of RCS result from accident, abuse, misapplication, improper calibration by the User, third party products (i.e., hardware or software) used by the 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 User acknowledges that the applicable fees and prices reflect this allocation of risk.

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 User to HT.

14.5 HT shall never be liable with regard to the use of RCS made by the 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 User or by the incapacity to use RCS.

14.6 HT’s liability to indemnify the User under this Section 14 will be reduced proportionally to the extent that any negligent act or omission of the User contributed to the relevant liability, loss or damage, or loss or expense.

14.7 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

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action, omission, tort, negligence, gross fraud of the User, its directors, employees, agents or consultants using RCS.

ARTICLE 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, that the parties declare to be aware of.

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

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

ARTICLE 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.

_____, on [_____] 2011

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