



N·PLUS·T
KNOWLEDGE AND TECHNOLOGY

Software License Agreement Generic Conditions

1. DEFINITIONS

This “Software License Agreement Generic Conditions” (“Conditions”) is intended to be an attachment of the “Software License Agreement” (“Agreement”).

“Agreement” should specify the particularity of the contract as the software product to be licensed (“Software”), the type of the license (“License Type”), the limitation on workstations (“Workstation Limit”), on user (“User”), on site (“Site”) and in time (“Licensing Period”). “Agreement” should also indicate a unique license serial number “Serial Number” and if the software is released also in source code “Source Code Release”. “Agreement” may also specify additional restrictions which have precedence on what is stated in “Conditions”.

2. INTRODUCTION

“Agreement” is an agreement between you, the “User” and NplusT. Please read these terms and conditions carefully before downloading any software and applicable documentation as they contain important information about your rights and obligations. It governs your use of the software indicated as “Software” supplied to you by NplusT and related documentation. In particular, we draw your attention to the clause “Limitation of Liability”.

By downloading, installing or otherwise using the “Software” you agree to be legally bound by “Agreement”. If you do not wish to be bound by this “Agreement”, then you may not download or use the “Software”.

3. LICENSE

Specific conditions of use which apply to the “License Type” you have acquired or received from NplusT are:

- Evaluation License: You may use the Software within your organisation to access whether it meets your needs for the “Licensing Period”. At the end of this period, if you do not purchase another license from NplusT you

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must destroy all copies of the Software supplied to you, including copies installed on any computer, and all related documentation.

- Workstation License: With the Workstation License you may install and use as many copies of the Software and on as many workstations as specified in “Workstation Limit”, within the “Licensing Period”. You may not share the license between other computers, nor install it on a server based computer, nor use the Software on more than the specified number of computers at the same time.
- Tester License: Specific version of the “Workstation License”, applied when part of the software is installed on a tester or the license is applied for every tester generating data for the Software.
- Floating License: You may install the Software on any number of computers at the physical (geographical) location(s) specified in “Site”, within the “Licensing Period”, provided it is used on no more computers than that number of licensed specified in “Workstation Limit” at any one time, within the “Licensing Period”.
- Site License: You may install and use the Software on any number of computers or terminals located at the physical (geographical) location(s) specified in “Site” , within the “Licensing Period”.
- Developer License:
 - You may install and use the Software on any number of computers or terminals within your organisation, at the physical (geographical) location(s) specified in “Site”.
 - You may incorporate the Software, or portions of the Software, into your own software for use within your own organisation.
 - You may not distribute the Software, or any portions of the Software, or related documentation to any other organisation or to any person external to your organisation.
- Developer Distribution License:
 - You may copy, install and use the Software on any number of computers or terminals within your organisation, at the physical (geographical) location(s) specified in “Site”.
 - You may incorporate the Software, or portions of the Software, into your own software products for distribution to other people or organisations provided the appropriate copyright of NplusT is acknowledged on all media containing, and documentation relating to, such software products.
 - You may not distribute the Software, or any portion of the Software, to any third party unless it is incorporated into your own software



products whose functionality exceeds the functionality of the Software and which do not compete directly with the Software.

4. **RESTRICTIONS ON USE**

- You may make a reasonable number of copies of the Software solely for backup and recovery purposes. Any such copies shall in all respects be subject to the terms and conditions of this Agreement.
- You shall not make copies of the Software additional to those expressly permitted in this License Agreement.
- You shall not copy any written documentation accompanying the Software.
- You shall not remove or obscure any copyright and trademark notices or other proprietary notices relating to the Software. All notices must be duplicated as it appears on the Software on all authorised copies.
- You shall not reverse engineer, decompile or disassemble the Software.
- You may not distribute any portions of the Software to any third party except under the terms of a Developer Distribution License if you have acquired such a license from NplusT.
- You may not sell, rent or lease the Software.
- You may transfer the Software and accompanying documentation on a permanent basis provided that (i) you retain no copies and (ii) the recipient agrees to the terms of the License Agreement you are transferring and (iii) you notify NplusT of the transfer in writing. If you purchased the software based on a volume purchase agreement or on a price roadmap, the transfer requires the explicit permission of NplusT and NplusT might apply an additional transfer fee.
- You shall not use the Software in any way other than in a manner specifically licensed under this Agreement.
- You shall not display the Software on a public bulletin board, website, chat room or by any other unauthorised means.
- In case the Software is released in source code:
 - you should not copy and reuse parts or the total code for other application than covered by this license.
 - you should not discover any part of the source code to third parties.
 - you should spend all reasonable effort to protect the source code against unauthorized access.



- you should use the source code for reference and debug only. You are allowed to make temporary changes in case of bug fix. This fix has to be communicated to NplusT who, if approves the fix, executes the same or equivalent correction in the next release. You might also do functional or performance enhancement if agreed previously with NplusT, also in this case, NplusT will integrate the enhancement in the next release.

- By having received source code you acknowledge that unauthorized access to this source code can create business loss to NplusT and you are responsible to compensate NplusT for this business loss.

- Any other restrictions, specified in the header, are applied and might override the restrictions and rights specified in other clauses of the Agreement.

5. **INTELLECTUAL PROPERTY RIGHTS**

The copyright, patents, trademarks and all other intellectual property rights in the Software and related documentation are owned by and remain the property of NplusT or its suppliers and are protected by national laws and international treaty provisions. You do not obtain any rights in the Software other than those expressly granted in this Agreement.

6. **SOFTWARE PROTECTION**

NplusT reserves the right to protect the software with hardware or software protection tools. The lifetime of the protection can be shorter than the lifetime of the licensing, in this case NplusT updates the protection periodically free of charge.

Transfer of a license from one workstation to another might be done only with the support of NplusT and, depending on the protection system, might be done only when the protection is over (typically 1 year).

7. **UPDATE POLICY**

NplusT may create, from time to time, updated versions of the Software. NplusT will make any such updated versions available to licensees who have paid the update fee.

Updates are available without paying the update fee for 12 month after the start of the licensing period, if the licensing period does not terminate earlier. NplusT also offers yearly maintenance contract which includes the updates for the contract period.



If you acquire or receive free an updated version of the Software then all copies of the previous version must be destroyed and not used, except for one copy which may be retained solely for archival purposes.

8. **WARRANTY**

- Subject to the limitations upon its liability set out in clause “Limitations and Liability”, NplusT warrants that:
 - for a period of 12 months from you purchasing the Software, it will materially conform to the electronic documentation provided with it; and
 - with respect to any physical diskette(s) or other electronic storage device, the same shall be free from defects in materials and workmanship for a period of 90 days from purchase.
- In the event of notification within the warranty period, NplusT shall replace the defective Software and/or diskette(s). Your remedy for breach of the warranties set out shall be limited to replacement of the defective materials and shall not encompass any other damages.
- Save as stated herein, NplusT expressly disclaims all other conditions, warranties, terms and undertakings, expressed or implied, statutory or otherwise, relating to the Software and related documentation or technical support including but not limited to warranties of quality, performance, satisfactory quality or fitness for a particular purpose.

9. **TERMINATION**

This Agreement is effective until terminated. This Agreement will terminate automatically after the “Licensing Period” or if you fail to comply with any provision of this Agreement. Upon notice of termination from NplusT you shall destroy the documentation and all copies of the Software promptly.

10. **LIMITATION OF LIABILITY**

- Nothing in this Agreement shall limit NplusT' s liability for:
 - fraud or other criminal act;
 - personal injury or death caused by our negligence;
 - any other liability that cannot be excluded by law.
- Subject to the previous clause, NplusT accepts no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue, anticipated savings or business, however caused and even if foreseeable or made known to NplusT.



- Except as provided in previously, NplusT's maximum liability to you for any cause whatsoever will be limited to the amount paid for the Software.

11. SEVERABILITY

If a Court or other competent authority decides that any provision of this Agreement is void or otherwise ineffective in whole or in part then any other part and the other terms and conditions of this Agreement shall continue in full force and effect.

12. THIRD PARTY RIGHTS

The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements, arrangements or undertakings between the parties relating to the subject matter of this Agreement and any representations or warranties previously given or made to it.

14. ASSIGNMENT

You may not assign this Agreement nor any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the Software without NplusT's prior consent.

15. NOTICES

- All notices shall be given:
 - to NplusT via e-mail at info@n-plus-t.com;
 - to you at either the e-mail or postal address you provide during any ordering process.
- Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.



16. **GOVERNING LAW**

This Agreement is governed by and interpreted in accordance with Italian law. Any disputes or claims relating to this Agreement shall be subject to the exclusive jurisdiction of the Italian Courts.

