



**SOFTWARE LICENCE
AGREEMENT**
WWW.ACTY.COM

IMPORTANT

Read the terms and conditions of this Licence Agreement ("Licence Agreement") carefully before accepting them and downloading, installing and/or using the software.

Icona only grants the software licence on the condition that all of the terms and conditions of this licence agreement are accepted.

By downloading or installing the software, by clicking on the "Accept" button, or otherwise indicating their consent, the customer agrees to the terms and conditions of this licence agreement.

If you do not accept these terms and conditions, click on the button "Cancel", "No" or "Close Window" or otherwise indicate your refusal and refrain from using the software further.

DEFINITIONS

- **Customer/Licensee:** a company or individual who has signed a user licence agreement with ICONA Srl for the ACTY software and provides the remote technical support requested by the User.
- **User:** natural or legal person, consumer or professional/technical user, who requests technical support from the Customer/Licensee remotely.
- **ACTY service:** Remote technical video support that enables the Customer/Licensee to interact directly with the User, and to store data and/or contents on their own device or in the Cloud.
- **ACTY Software ("PC APP"):** the remote video support service software used by the Customer/Licensee in "Acty Master" mode to provide support.
- **ACTY Software - Mobile Version ("Mobile APP"):** the remote video support service software, mobile version, used (i) by the user in "Acty Slave" mode to request and obtain support and (ii) by the Customer/Licensee in "Acty Master" mode to provide support.
- **Contents:** the material that can be acquired and stored as part of the ACTY Service (e.g. photographic images, videos etc.):
- **ACTY Account:** "User Name" and "Password" login credentials assigned to the Customer/Licensee to access the PC App or the Mobile App in Master mode, in order to use the service.
- **Smart glasses:** smart glasses equipped with a video camera that transmits images, which can be used as part of the Acty Service only by a Customer/Licensee with an "Eagle" subscription plan.
- **External Camera:** intelligent camera that transmits the images which can be used as part of the Acty Service only by a Customer/Licensee with an "Eagle" subscription plan.

WHEREAS

- a. Icona is a company that operates in the sector of the development and distribution of innovative technologies on IT software;
- b. Icona is the owner and sole proprietor of the "Acty" Service (hereinafter also only "Service"), and in particular:
 - I. the PC App software and Mobile App software
 - II. the Server
 - III. the interactive functions between the PC App and the Mobile App.
 - IV. of the design,
 - V. of the ACTY brand,
 - VI. the script and the graphics of the PC App and the Mobile App.
- c. The Acty Service consists of a software application that allows the Customer/Licensee to provide a remote video support service, interacting directly with their users, whilst also being able to store data and/or content locally or in the cloud.
- d. The following stipulations govern access to and use of the Acty Service.

Now, therefore, the terms and conditions of this ACTY Service user licence are specified here below

1. With the acceptance by the Customer/Licensee of these terms and conditions and upon payment of the agreed fee (or the free licence with limited functionality), Icona:
 - Grants the Customer/Licensee a non-exclusive, non-transferable user licence without territorial limits for the software and explanatory material (including instructions) in electronic format, with different services depending on the type of the subscription taken out;
 - provides complementary services to the Customer/Licensee depending on the type of subscription taken out;
2. With the present agreement, Icona grants the Customer/Licensee the right to install and use one copy of the software. With this non-exclusive and non-transferable licence granted by this agreement, the Customer/Licensee will have the right to use the software in any form and manner permitted by said licence.
3. A copy of the software that remains the exclusive property of Icona is not sold with this licence, and right of use of said software is only permitted within the limits established by the agreement.
4. Upon regular payment of the agreed fee, the PC App licence includes automatic and free updates as well as technical support in the event of malfunction of the PC App. Icona also undertakes to eliminate any errors and/or faults that are indicated and documented. The Customer/Licensee undertakes to use any new versions of the program or new software

products that are provided at the sole discretion of Icona in upgrades or replacement of the program itself.

Any request for technical support from the Customer that falls outside the scope of the maintenance specified here will be the subject of a separate agreement between Icona and the Customer/Licensee.

The service operates and is available on weekdays between the hours of 09:00 and 13:00 and 14:00 and 18:00. All support requests must be submitted to Icona technical support at the email address support@livecare.it or via the "Report a Problem" link inside LiveOperator with a detailed and comprehensive description the type of problem found. If a fault or a virus is found in the software code, the Customer/Licensee undertakes to make all information pertaining to the reported issue available to Icona, including personnel and equipment (hardware, software, application software, archives, documentation, etc.), in order to document and replicate the fault found.

5. The licence, including any warranties and disclaimers, will apply automatically and on the same terms as the subsequent updates and/or developments in the Software.

ICONA is the sole owner of all improvements, updates, changes of additions to the Service, as well as the copyright, sales information, know-how, brands and all rights of intellectual property included in the service.

6. The Customer/Licensee and their successors are strictly forbidden from:
 - transferring this agreement;
 - sublicensing;
 - circumventing or bypassing any technological protection measures in this software or the services related thereto;
 - copying, modifying, translating, adapting, reprocessing, disassembling, decompiling, decrypting or exploiting the data or programs, or from authorising third parties to do so;
 - separating the components of the software or services to use them on different devices;
 - publishing, duplicating, leasing or lending, selling, exporting, importing, distributing, or in any way granting use of the software or the services in general;
 - using the Icona services in any unauthorised manner that can interfere with the use by others or access to the service, data, account or network;
 - communicating the information obtained to third parties or using it for the development, production or commercialisation of a software that is substantially similar in terms of its expressive form, or for any other activity that breaches the producer's copyright on the developments and transformations of and the changes to the software which is the subject of this licence;
 - altering, copying or removing the logos, trademarks, names or any other confidential information belonging by Icona, contained in the software.

These kinds of behaviour, even if merely attempted, are strictly forbidden and constitute grounds for declaring serious breach of this Contract. Icona therefore reserves the right to suspend or interrupt the Customer's/Licensee's access to the Acty Service, and to defend itself before the responsible Authorities.

7. The service is accessed using software that can be downloaded by the Licensee from the website www.acty.com by means of a username and password ("Acty Account") that enable the User to perform a sole, personal login from any workstation in which the PC App software is installed. The option of installing the PC App software on several workstations is only granted to holders of Owl, Hawk and Eagle licences as specified in article 20 below. This option is not available should the Customer choose the Acty Free service.

The Customer/Licensee also has the option of downloading the Mobile App to access (via the same "Acty Account") the "master" version in order to provide the remote support service through their smartphone.

It is absolutely forbidden to access the service from several workstations at the same time using the same Acty Account.

In the case of an already active Customer/Licensee, and therefore in the context of an annual renewal of the service, Icona will renew the Licence after 12 months, while maintaining the same "Acty Account".

8. Your username and password are confidential and therefore the Customer/Licensee may not in any case communicate, transfer or otherwise make them available to third parties, and assume all liability in this regard. The Customer/Licensee undertakes to communicate to Icona with immediate effect of any unauthorised use of their Acty Account by third parties of which they becomes aware or any fact that highlights an unauthorised use.

In the event of a breach by the Customer/Licensee of the provisions in this article, Icona may suspend and/or interrupt the service without the right of the Customer/Licensee to claim any kind of reimbursement and without prejudice to the obligation of the latter to pay any damages and expenses incurred due to unauthorised use.

9. The Customer/Licensee will not use the service for any purpose that is unlawful or prohibited by the mandatory provisions of the law and in any case prohibited by this agreement. The Customer/Licensee may not use the service in such a way as to cause damage, disable, overload or interfere with the use and enjoyment of the same on the part of others. In using the service, the Customer/Licensee undertakes to refrain from: (a) violating the rights of third parties; (b) installing corrupted files, or other software or similar programs that may damage the operation of users' computer; (c) appropriating, without authorisation, data from personal computers or servers users during the remote support sessions.

Icona reserves the right to terminate the Customer's/Licensee's access to the service at any time without notice in case of violation of any of the provisions of this article.

10. The Customer/Licensee is liable for all activities carried out under the Acty Service. Icona cannot, in any case, be held liable for any damage caused through the use of the Service Account by the Customer/Licensee or its users.

The Customer/Licensee undertakes to indemnify and hold harmless Icona, and its officers and employees, from any claims, actions and requests made by third parties or for any damage sustained by a third party, including legal expenses arising out of the use of the Service, and hereby expressly authorises Icona to engage its liability, as the indemnifying party.

The Customer/Licensee shall also be liable for any damages, losses and prejudice suffered by Icona due to improper use of the Service by any other parties for reasons attributable to the Customer/Licensee.

11. Icona reserves the right to suspend access to the Acty Service as a precautionary measure in cases in which:

- there is a well-founded suspicion that the Customer/Licensee is in breach of the provisions contained in this agreement
- there is a well-founded suspicion that the well-founded is using the platform, services and data in the Acty database inappropriately.

Access can be suspended for a maximum of 15 days. If, at the conclusion of the suspension and the checks deriving from the same, the well-founded suspicions be found to be confirmed, Icona shall immediately deactivate the service, without refunding any of the fee paid by the Customer/Licensee for this user licence. If, at the conclusion of the suspension and the checks deriving from the same, it is found that the Customer/Licensee has not breached any of the provisions of the agreement nor used the software inappropriately, the account will be reactivated and the duration of the paid service will be extended for a period of time equal to that for which it has been suspended as a cautionary measure.

12. The Customer/Licensee will manage a complete and autonomous relationship with the users, in their capacity as end customers, particularly in regard to the contracts and the provisions of the law on the subject of privacy, assuming the burden of all the implications related to the current regulations. The Customer/Licensee undertakes to provide a suitable privacy statement to users and to acquire their consent to process their personal data for all purposes related to the supply of services rendered under this agreement.

Pursuant to and for the purposes of Regulation (UE) 2016/679, the Customer/Licensee names Icona as the data controller for any personal information shared (or in any way communicated) for the sole purposes of supplying of services rendered under this agreement. The Customer/Licensee undertakes to hold Icona harmless from any liability resulting from the unlawful processing of personal data of its customers, and/or from any liability arising from breach of or the failure to comply with the relevant legislation on the part of the licensee itself.

Icona, in its capacity as data controller, undertakes to comply with all the obligations provided by Regulation (EU) 2016/679.

13. Each Party will promptly inform the other Party in writing as soon as they become aware of a third party claim and/or any unauthorised use of the software or part of the same by third parties and/or of any breach, performed or threatened by a third party of the intellectual property rights to the software.
14. Under no circumstances can the Licensee conclude a transaction or establish an agreement with third parties regarding the rights of Icona or that is binding for Icona at any time, without prior written consent from Icona.
15. The guarantees relating to the Service are to be construed as provided in relation to the selected features and compatibility of the systems, computer programs and/or internet connection systems of the Customer/Licensee for the service provided by Icona, to the exclusion of any guarantees by the latter in relation to the suitability of hardware and software systems of the Customer/Licensee. Icona cannot accept responsibility for any accidental or deliberate damages, indirect or consequential damages (including, without limitation, damages for loss of income or profits, business interruption, loss of information or other financial losses) arising from the incorrect or insufficient knowledge of the service or inability to use the same. Icona is also hereby exempt from any responsibility with regard to interruption of service for reasons not attributable to it. Icona, upon the occurrence of an event that may interrupt the availability of the equipment and/or network infrastructure used directly by the Customer/Licensee, shall implement all possible measures to restore the service in the shortest possible time. It is hereby understood that the agreement shall be extended to cover any and all days in which the service is not available by the Customer/Licensee.
16. Icona performs daily back-up activities on its system and, upon the occurrence of an event that may interrupt the availability of the equipment used directly by the Customer/Licensee, undertakes to restore the service.
17. The Customer/Licensee expressly accepts that Icona assumes no liability for:
 - i. cases in which the Acty Service turns out not to fulfil the personal purposes for which the Customer/Licensee had decided to purchase it, when then turn out to be unobtainable through the use of the Acty Service;
 - ii. the unsuitability of the Acty Service for integration with software and/or external hardware used by the Customer/Licensee and in any case not belonging to Icona;
 - iii. any damages suffered by the Customer/Licensee due to a slow-down or failure in the Acty Service which cannot be attributed to Icona.

The Customer/Licensee hereby waives its right to file claims against Icona for any interruption, suspension or malfunctioning of the Acty service due

to malfunctions in the network or causes of force majeure which fall outside the scope of Icona's actions.

18. The Customer/Licensee expressly accepts that, in case of malfunctions in the Acty Service caused by Icona, the same cannot be held responsible for any damages that may be caused to the Customer/Licensee, should the Acty Service be restored to its full working order by Icona in the space of three working days. The Customer/Licensee therefore hereby waives their right to lay claim to Icona for any damages that may arise from malfunctions in the Acty Service, which are restored within the three working days.
In any case, Icona's liability towards the Customer in terms of compensation for damages cannot exceed the lesser of the overall amount of the contract or the amount paid by the Customer/Licensee in the 12 (twelve) months prior to the time that the damage arises, and Icona cannot, under any circumstances, be held liable for consequential damage, loss of production or lost profit.
19. The Customer/Licensee declares that it has been informed that the Cloud on which the data gathered during the use of the Acty Service are saved is not the property of Icona and that therefore the same can in no way be held responsible for any damage caused to the Customer/Licensee by a malfunction of the above-mentioned Cloud.
20. Types of licence and connected services Depending on the Licence purchased, the photographs and videos captured during the support session will be kept on the Acty server for the period detailed below (and automatically deleted at the end of said period):
 - Eagle Licence: 30 days or 6Gb
 - Hawk Licence: 15 days or 3GB
 - Owl Licence: 7 days or 1GbIf the Licence purchased also includes the "Storage Connector", photos and videos are stored using the storage service configured and the duration of the retention is managed independently by the customer
21. This agreement shall be take effect for the parties from the date of its acceptance and shall have the duration specified in the commercial offer. In the absence of this, the licence shall be valid for a period of twelve months from the acceptance date. A free licence is provided, however, for any test periods.
In the event of termination of the agreement, for any cause, Icona shall delete any and all of the Customer's/Licensee's data still present in the system. The Customer/Licensee must therefore ensure that its data is backed-up on its own media before the expiry date of the agreement.
22. During the validity of the Contract, the Parties will exchange confidential information. In particular, the accredited Customer/Licensee has the possibility of accessing the Acty Cloud Server using their own account, depending on the chosen subscription plan, and also company information and technical-industrial experiences and commercial secrets. This company information is of a significant economic value as it is secret and not to be

divulged. The accredited Customer/Licensee undertakes to keep it secret, adopting for this purpose all suitable safety measures, and also by performing checks on the personnel authorised to access the database of the Acty Service. The Customer/Licensee is prohibited from recording, reproducing, exporting and publishing this information by any means whatsoever. Icona has prepared suitable technical mechanisms for identifying said information as confidential, and for tracking how it is used. The Customer/Licensee hereby undertakes not to disseminate said information to third parties without the express consent of Icona. The Parties hereby undertake to adopt all the most appropriate measures to maintain the confidential nature of the all the information or data provided to and received from one another, that is, generated, filed and processed during the execution of this Contract and, more in general, during the use of the Acty Service and its functions. The Customer/Licensee also undertakes to extend the obligation of confidentiality to its employees and co-workers, and to refrain from disclosing the confidential information to third parties, unless Icona has granted prior permission for it to do so.

23. The Customer/Licensee hereby grants Icona free use of the logo and link to its company web site, provided that they are used exclusively for paper and digital use and with the purpose of promoting Icona solutions through success stories. Use of the Customer's/Licensee's logo in contexts and for reasons other than those authorised is not permitted. The Customer/Licensee has the right to revoke any such authorisation upon provision of reasonable notice.

24. This contract shall be automatically terminated, with no refunds paid to the Customer/Licensee should the same breach the following provisions of the agreement:

- non-payment of the fee.
- Violation of articles 6, 7, 8, 9 and 22 of this agreement

Moreover, any delay or irregularities in payment, in addition to the right to interest calculated in accordance with legislative decree No 231/2001, shall grant Icona the right to immediately suspend the services for the agreements in progress.

25. No provisions or clauses of this Contract can be deemed as being waived and no non-fulfilment will be tolerated, unless said waiver is confirmed in writing by the party against which the waiver has been enforced.

26. Unless otherwise expressly specified, the present agreement governs the entire relationship between the Customer/Licensee and Icona in relation to the service and shall prevail over any and all other communications and proposals, be they prior or contemporaneous, exchanged in electronic format or oral or written form, between the Customer/Licensee and Icona in relation to the service. If any provision of this document is deemed to be invalid or unenforceable under the relevant legislation, including but not limited to, the warranties disclaimer and limitations of liability, any such provision shall be deemed superseded by a valid, enforceable provision and

applicable that most closely reflects the intent of the original provision and the remainder of the general terms conditions shall remain in effect.

27. This agreement is governed by Italian law. For any disputes on the interpretation and/or execution of this contract, the court of jurisdiction is Milan.
28. This agreement is drafted in the Italian language, and this version will prevail over any other version translated into other languages in the event of any doubts arising regarding its interpretation or any disputes.
29. Variations in the user's subscription plan can be accessed and communicated by clicking directly on the service administration section (personal account). Any other communications regarding this agreement can be sent by certified public email to the address iconasrl@pec.it or by registered letter to Icona Srl, Viale Brianza, 20, Cinisello Balsamo (MI) 20092 Italy.

Pursuant to and for the purposes of articles 1341 and 1342, the Parties declare that they have read and accepted specifically articles 6, 8, 9, 24 (suspension and termination), 10, 12, 15, 17, 18 (limitation of liability), 21 (tacit renewal), 6 (prohibition of transfer and sublicensing), 14 (transactions) and 27 (applicable law and jurisdiction).

For more information



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www.acty.com | www.icona.it