



TIMEDITION LICENSE AGREEMENT

PLEASE READ THE FOLLOWING AGREEMENT BEFORE ACCEPTING IT:

Selecting the "YES" button in the order section of our site, or copying, installing, accessing, downloading and wholly or partly using the software, you express your consent to being legally obliged by this contract. Consequently a contract has been concluded between EXEL S.r.l. and you (if you buy the software for yourself) or between EXEL S.r.l. and the Company that you represent.

If you don't accept or if you don't want to bind you or the Company you represent, do not copy, install, download, access or use the software: you must press the "NO" button you find at the end of the order.

If you have already downloaded the program and if you don't accept this License agreement you must communicate it to EXEL S.r.l. and proceed with software cancellation operations.

1) OBJECT

This License is issued by EXEL S.r.l. to the Company as explained below

2) SOFTWARE FEATURES

The Company acknowledge that the licensed software has functionalities and the requested performances indicated in the corresponding documentation.

EXEL may make changes to the software without prior notice and without obligation to notify it to the Company.

3) DURATION OF THE LICENSE

This License has the duration indicated in your order (made on our site www.exel.it or by private negotiation with EXEL Sales Office)

On the expiry of the TimEDition fee, the software can be reactivated only making another order (from 1 to 12 months). If you do not renew the TimEDition fee, the software will continue to work only as VIEWER, to display and print your projects.

The Company declares that the price paid is only for the use of the software.

4) USE OF THE SOFTWARE

Unless otherwise agreed in writing, the license confer to the Company the right to:

- use the licensed Program for data elaboration, transferring wholly or partly software data from peripherals devices to central unit of the machine/s central unit;
- realise any total or partial reproductions of licensed products, in printed form or in machine-readable form, for safety reasons or operational functions;
- transfer the License from a pc to another one through an Internet connection, deactivating a workstation and activating another one;
- receive free updates, produced by EXEL (eventual additional modules are excluded). During the operation of the software, updates can be downloaded directly from the site EXEL, using personal passwords;
- receive Technical Assistance opening a ticket from the Support section of the software (The Technical staff is available every weekday from 9 a.m. to 6 p.m.)

It is forbidden to:

- duplicate the software except for making safety copies and keeping indication about copies made for this purpose.

The Company is obliged to

- prevent the unauthorised reproduction of the software and, in the case of termination of contractual relationship, the Company undertakes to immediately destroy the copies of the licensed products;
- whenever the software should be given to an external collaborator, the Company undertakes to subscribe a declaration of use and to send a copy to EXEL; The software should be given to an external collaborator for a maximum duration of 6 months
- not modify marks or copyright notices, trade secrets or registered trademarks contained in the software. As of now, the Company undertakes to indemnify EXEL, also in judicial proceedings, or to refund it for any damage caused by these modifications;
- in the case of the software use violates EXEL rights, the Company undertakes to immediately inform EXEL in writing and to act in accordance with the instructions given by this last one.

Whenever the Company does not submit to any obligations listed above in contravention of any prohibitions, EXEL have the right to terminate the contract and nothing will be due to the Company, while, on the contrary, EXEL may require all damages caused by this behaviour and to take the appropriate legal action against the Company.

5) PROPERTY - PROHIBITION OF ASSIGNMENT

The Company is advised that the provided license is non-exclusive. The Company doesn't acquire the Property of the licensed Programs. On the basis of the above, it is strictly forbidden to modify the software, to transfer it to another person, to convey sub-licenses or to allow the use by third parties, with or without consideration.

6) ACTIVITY TERMINATION

In the case of activity termination (for any reason: event of bankruptcy, liquidation, sale) the Company must previously inform EXEL about this condition and, within 7 days from the date of sending the notification letter of this event, it must return the magnetic medium and the user documentation of the software in its possession.

CONSULENZA GLOBALE NELL'INFORMATICA PROGETTUALE

7) LIABILITY

EXEL shall not be liable for damage for defects originating in or occurring.

Any possible defects, will give exclusively to the Company the right to request the substitution of the product - and any obligation or liability shall be excluded - only in the case that the Company has communicated them to EXEL by mail (segreteria@exel.it) within 8 days from the date of discovery of the defect. In any case, EXEL assumes no liability for direct or indirect damages derivatives user or third from the use or non-use of the software product.

8) DELIVERY

The software can be downloaded in a designated area on our internet site.

9) OTHER CONTRACTS

The application software development and the provision of assistance and services, consultation and data processing will be regulated by other specific agreements.

10) ACTIVATION

The Software can ask to the Customer an ID EXEL, activate or deactivate the Software. This requirement can caused without notice the connection of the Customer PC to Internet, during the installation or when the program starts. Once it is connected, the Software collects information and send it to EXEL. The Software or the Customer can receive from EXEL information about the license, the subscription. EXEL can use this information to prevent unauthorized access or illicit or improper use, in accordance with the license or subscription. This information remain valid also after termination of the respective agreement to monitor any potential fraudulent and illegal use of the software and/or the subscription.

11) APPLICABLE LAW AND JURISDICTION

This Use License is regulated by Italian law and. The Company is aware that he can't apply to this agreement other general conditions, especially those of the Company. Whenever a part of this contract should not be valid, the remaining part will remain in force. The Court of Torino shall have jurisdiction in disputes relating to the interpretation, execution and cancellation of the Contract

12) ARBITRATION

Any dispute relating in any way to this contract – in connection with its interpretation, validity, execution and cancellation - shall be settled by a ritual arbitrator, in accordance with the ordinary or rapid procedure, in accordance with Rules of Arbitration Chamber of Piedmont. In case of ordinary procedure, the dispute shall be settled by a sole arbitrator or by an arbitration panel, in accordance with these Rules.

This license cancels and replaces the previous ones.

13) PRIVACY

Data is collected for accounting and management purposes. The data you have provided shall be processed in a manual and/or computerised and/or telematics way. The provision of your data is obligatory. In case you refuse to provide your data, it will not possible to establish a contractual relationship and to perform the existing contractual agreements.

Your personal data will be communicated to entities for which data communication is compulsory or necessary to comply with the laws or however requested for business.

The owner of the Data Processing is the writing company: EXEL, Corso Lombardia 75, 10099 San Mauro Torinese (TO); Data processor, also pursuant GDPR 2016/679, is the Legal Representative.

I hereby declare that I have read and fully understood, in compliance with the provisions set forth by art. 1341 of the Civil Code, the following contractual clauses:

1) OBJECT; 2) SOFTWARE FEATURES; 3) DURATION OF THE LICENSE; 4) USE OF THE SOFTWARE; 5) PROPERTY - PROHIBITION OF ASSIGNMENT; 6) ACTIVITY TERMINATION; 7) LIABILITY; 8) DELIVERY; 9) OTHER CONTRACTS; 10) ACTIVATION; 11) APPLICABLE LAW AND JURISDICTION; 12) ARBITRATION; 13) PRIVACY