LARUS Business Automation Srl

GALILEO.XAI SOFTWARE USER LICENCE
END USER LICENCE AGREEMENT

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ALL OR PART OF THE SERVICE PROVIDED THROUGH GALILEO.XAI SOFTWARE THE USER ACKNOWLEDGES ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR, LIMITATIONS RELATING TO: SOFTWARE LICENCE (CLAUSE 2); ACCESS TO THE SERVICE AND SYSTEM REQUIREMENTS (CLAUSE 3); ACCOUNT AND PASSWORD (CLAUSE 4); USE OF SOFTWARE (CLAUSE 5); UPDATES, CHANGES AND/OR DISRUPTIONS (CLAUSE 8) WARRANTY AND LIMITATIONS (CLAUSE 9) LIMITATION OF LIABILITY (CLAUSE 10); INDEMNITY (CLAUSE 11) APPLICABLE LAW AND JURISDICTION (CLAUSE 13). THE USER AGREES AND ACKNOWLEDGES THAT THIS AGREEMENT CONSTITUTES A WRITTEN CONTRACT, NEGOTIATED AND EXECUTED BY THE USER HIMSELF/HERSELF. THIS AGREEMENT SHALL INURE TO THE BENEFIT OF THE USER AND ANY PARTY USING THE SOFTWARE AND/OR ON WHOSE BEHALF THE SOFTWARE IS USED.

LARUS Business Automation Srl (hereinafter, "*LARUS*"), registered with the Chamber of Commerce of Venice and Rovigo, having its registered office in via B. Maderna, 7 - 30174 Mestre-Venezia (Venice), Tax ID No. and VAT no. 03540680273, represented by Lorenzo Speranzoni as Sole Director, hereby grants the User the following rights, provided that the User complies with the conditions set out below.

CLAUSE 1. DEFINITIONS

1.1 For the purposes of and as used in this Agreement:

- "*Licensor'* or "*Assignor*" shall mean LARUS Business Automation Srl, having its registered office in via B. Maderna, 7 - 30174 Mestre-Venezia (Venice) in the person of its legal representative Lorenzo Speranzoni, Tax ID No. and VAT Reg. No. 0354068027;
- "*User*" or "*Licensee*" shall mean the company, business, or public entity to which the licence is granted hereunder;
- "*Software'* or *'Galileo.XAI*" shall mean the service provided through the programme produced by LARUS Business Automation Srl under a licence. Galileo.XAI contains some third-party components for which LARUS Business Automation Srl has been granted a licence.

CLAUSE 2 - SOFTWARE LICENCE

2.1 *Licensor* grants to *User* a non-exclusive and non-transferable licence to access and use *Software Galileo.XAI*. Software features and system requirements for operation are described in Annex A (User Manual).

2.2 The licence is strictly personal. *User* may install, use, display or make a copy of the *Software* on a storage device, such as a network server, used solely to run the *Software* and make it accessible to a predetermined maximum number of end users (organised in an internal network) depending on the *Galileo.XAI* bundle purchased. In the event that the number of end users required exceeds the predefined quota for the specific bundle, *User* shall be required to purchase an additional licence for each additional end user or one of the end-user bundles as set out in the Annex C (Financial Conditions).

CLAUSE 3 - ACCESS TO SERVICE AND SYSTEM REQUIREMENTS

3.1 User may access the service by printing, signing and sending this Agreement by email to subscription@galileox.ai or by registered mail with return receipt to the registered office of *Licensor*. Service shall become effective upon *Licensor* receiving written acceptance, including by email, of the licence. The period of

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validity of the activation key attached to the User Licence is specified in Annex C (Financial Conditions).

3.2 The system requirements to be met in order to run *Galileo.XAI* are provided in Annex A (User Manual).

The enclosed documentation is licensed solely for the purpose of ensuring proper use of *Galileo.XAI*.

CLAUSE 4 - ACCOUNT AND PASSWORD

4.1 *User* is entirely responsible for the safekeeping and confidentiality of the *User ID* and *Password* assigned to him/her, as well as for any use thereof by his/her employees or collaborators, whether authorised or unauthorised by *User* himself/herself.

4.2 In the event of theft, loss or unauthorised use by third parties of the User ID and Password assigned, *User* agrees to immediately inform *Licensor* in writing and to indemnify and hold the latter harmless from any claim, including for damages, made and/or arising directly or indirectly from any such misuse.

CLAUSE 5 - SOFTWARE USE

5.1 *User* shall be entirely and personally liable for the use of *Galileo.XAI* and for any detrimental consequences that may affect *Licensor* and third parties.

5.2 *User* hereby:

- Acknowledges that *Licensor* has no control over the content entered via the system's special features;
- Assumes full responsibility for the accuracy and truthfulness of the material entered, whether directly or on behalf of third parties, and
- Represents that the aforesaid material is lawfully available to him/her, is not contrary to mandatory rules

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and does not infringe any copyright, trademark, distinctive sign, patent or other right of third parties arising by law, contract and/or custom.

Disclaimer:

USER ACKNOWLEDGES AND ACCEPTS THAT LARUS BUSINESS AUTOMATION SRL IS BOUND BY AN OBLIGATION OF MEANS AND NOT OF RESULT

5.3 User acknowledges that it shall be prohibited to use - or allow others to use - *Galileo.XA*I for activities in violation of the law, including Regulation EC 16/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, against morality and public order or with the aim of disturbing the public or private peace, causing offence or direct or indirect damage to anyone or attempting to violate secrecy. In any case, use by *User* must not qualify as being pornographic, obscene, blasphemous or defamatory in terms of content and/or references. However, using the licence to violate laws, whether directly or indirectly, shall be expressly forbidden.

5.4 *User* undertakes to apply all necessary procedures and security measures to protect *Galileo.XAI* against the risks of unauthorised access, tampering, delay, destruction or loss and to maintain the operating environment necessary for ensuring electronic transmission.

CLAUSE 6 - INTELLECTUAL PROPERTY RIGHTS

6.1 *Licensor* reserves all rights not expressly granted hereunder. *Galileo.XAI* and the software are protected by copyright and intellectual property laws and treaties. *Licensor* owns the name, copyright and other intellectual property rights to the Software. *Galileo.XAI* is not sold, but is licensed. This Agreement shall not grant *User* any

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rights to the trademarks or service marks of *LARUS*.

6.2 The parties agree that using the licence shall not grant *User* any rights to the source programme and that all techniques, algorithms and processes contained in the programme and its documentation are confidential information owned by *Licensor* and may not be used by *User* for purposes other than those set out herein.

CLAUSE 7 - RESTRICTIONS

7.1 *User* hereby agrees to refrain from (i) circumventing the technical limitations in the *Software*; (ii) reverse engineering, decompiling or disassembling the *Software*, except to the extent that such activities are expressly permitted by applicable law; (iii) publishing the *Software* to allow others to duplicate it; (iv) using the *Software* in a manner contrary to law; and (v) renting, leasing or lending the *Software*. Any use of *Galileo.XAI* other than in compliance with the terms and conditions of this Agreement and not specifically agreed upon between the parties hereto shall qualify as just cause for termination hereof.

7.2 In the event that the *Galileo.XAI* includes Templates, *User* shall be required to refrain from: (a) selling, reselling, licensing, leasing, lending, or transferring the Templates for any consideration; (b) distributing any such Templates through Internet-based services as part of any product or service; (c) duplicating or publishing any such Templates through Internet-based services on network computers or transmitting them via any storage medium.

CLAUSE 8 - UPDATES, CHANGES AND/OR DISRUPTIONS TO SERVICE

8.1 *Licensor* may temporarily suspend the use of *Galileo.XAI* for maintenance or upgrades. Service disruption due to the need for changes or updates shall not entitle *User* to claim any refunds and/or compensation.

8.2 Any subsequent upgrade, add-on component or other development service of *Galileo.XAI* provided or made available by *Licensor* after the date of first access shall be governed by this Agreement.

8.3 *Licensor* shall reserve the exclusive right to make changes to *Galileo.XAI* (or any part thereof). *Licensee* may publish on the website and/or send by email, to the address notified by *User* for this purpose, a notification of such changes. It shall be the *User*'s own responsibility to check the *Galileo.XAI* website and/or his/her own email address for such notifications.

CLAUSE 9 - TECHNICAL SUPPORT AND TRAINING

9.1 *Licensor* shall, throughout the term hereof, provide technical support over the phone by videoconference, or by email at support@galileox.ai, or through the ticketing system and webchat available at https://support.galileox.ai, as better described in Annex B (Technical Support and Maintenance).

9.2 Support requests shall be processed in accordance with the Service Level Agreements (SLAs) set out in Annex B (Technical Support and Maintenance).

Service shall include:

- Patches, bug fixes, workarounds
- Product updates provided on request (minor revisions)
- Technical product information (Q&A)
- Support contact details

Support for *Galileo.XAI* shall be limited to the latest released version and the one immediately preceding it.

In any event, support shall not be granted in the event of unauthorised changes made by *User* to the licensed software.

9.3 *User* training shall be made available by means of appropriate documentation and video tutorials. Any other training services shall be deemed not to be included in the Standard Support Service terms and conditions and shall be agreed upon separately.

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CLAUSE 10 - WARRANTY AND LIMITATIONS

10.1 *Licensor* hereby warrants that for a period of 90 (ninety) days (the "*Warranty Period*") from delivery of *Galileo.XAI*, the *Software*, as delivered, will perform virtually in accordance with the features as described in Annex A (User Manual).

10.2 In any case, *User* represents that he/she is aware that *Galileo.XAI* is designed and offered as a product for general purposes, and is not designed or offered to fulfil any *User* special purpose. The software covered by this licence is provided "as is" and all risks for its use shall remain with *Licensee*. However, any warranty of quality or suitability for a particular purpose, of compliance with *User* specific requirements – whether of a technical, commercial, industrial or any other nature, other than the reference technical specifications of the *Software* provided by *Licensor*, shall be excluded.

The aforementioned guarantee is provided on condition that *User* uses the *Software* in accordance with the terms set out in this Agreement and in Annex A (User Manual), including in relation to hardware and software requirements.

Non-material changes in performance, as benchmarked against provisions in Annex A (User Manual), shall not result in a warranty claim.

10.3 This warranty shall not apply if *Software* failure is due to accident, misuse or abuse. This warranty shall not cover connection services and/or any changes made by *User*, insofar as such changes are the cause of the defect.

10.4 *User* shall take all reasonable precautions to prevent and limit damage, in particular by making backup copies of the data entered and uploaded to the service in accordance with the provisions of this Agreement. More specifically, *User* accepts that no software product is error-free and acknowledges that he/she has been specifically informed of the need to back up his/her files on a regular basis.

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10.5 The foregoing limited warranty constitutes the only warranty given by the *Licensor* and expressly excludes any other warranties, conditions, representations or terms, whether express or implied. *User* agrees that the above warranty is his/her sole warranty with respect to the *Software*.

CLAUSE 11 - LIMITATION OF LIABILITY

11.1 Without prejudice to mandatory limits of the law in the case of intent or gross negligence, *Licensor* shall not be liable for any direct and/or indirect damage resulting from the use of the service or from the interruption of the operation of the *Software*. *Licensee* shall not be entitled to claim compensation for any other damages, including consequential, special, indirect or incidental damages or damages for loss of profits. The foregoing limitations and exclusions shall apply to the fullest extent permitted by law in the *User*'s jurisdiction.

11.2 *Licensor* agrees that in the event of damage caused by this software, the *Licensor* shall only be required to refund the purchase price. *Licensee* shall not be entitled to claim compensation for any other damages, including consequential, special, indirect or incidental damages or damages for loss of profits.

11.3 In any case, *Licensor* shall not be liable if (i) the defect causing the damage did not exist when *Licensee* installed the software; (ii) the defect is due to the compliance of the *Software* with a mandatory legal norm or binding measure; (iii) the state of scientific and technical knowledge at the time *Licensor* put *Galileo.XAI* into circulation did not yet allow the product to be regarded as defective.

CLAUSE 12 - INDEMNIFICATION

12.1 *User* agrees to fully indemnify and hold harmless *Licensor* from any civil, administrative and criminal liability arising from the unlawful, improper or abnormal use of the Service even if caused by a third party through the *User*'s account.

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12.2 *User* agrees to indemnify *Licensor* against any and all claims, demands, or suits, including legal fees, arising out of or in connection with this licence or the use or distribution of elements resulting from the use of the *Software*.

CLAUSE 13 - TERM AND COST

13.1 The licence for the use of *Galileo.XAI* is granted for a 12 (twelve) month term. This Agreement shall be tacitly renewed for the same term if, within 60 (sixty) days prior to its expiry, no formal notice of termination is served by certified email [PEC] or registered letter with return receipt.

13.2 The financial conditions under which the licence is granted are set out in Annex C (Financial Conditions). The financial conditions may also change during the term hereof. In the event of a change in the financial conditions, *User* shall have the right to terminate this Agreement within 15 (fifteen) days of any price change being notified by email.

CLAUSE 14 - TERMINATION

14.1 In the event that *User* fails to fulfil even one of the conditions of this licence, *Licensor* may discontinue the provision of the services upon written notice to be sent by registered letter with acknowledgement of receipt or by certified email [PEC].

CLAUSE 15 - APPLICABLE LAW AND PLACE OF JURISDICTION

15.1 This Agreement shall be governed under the Italian law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

15. 2 Any disputes that may arise from the performance and/or termination and/or interpretation of this Agreement shall be submitted to the exclusive jurisdiction of the Court of Venice.

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CLAUSE 16 - GENERAL PROVISIONS

16.1 If any provision or part of this Agreement is found to be invalid or ineffective, the validity or effectiveness of the other provisions or parts of this Agreement shall not be affected, as they shall remain in full force and effect.

CLAUSE 17 - DATA TRANSFER

17.1 *User* consents to the collection and use by *Licensor* and its affiliates of technical information obtained as part of the support services provided and relating to the *Software*. *Licensor* undertakes to use this information exclusively for the purposes of this *Agreement*. *Licensor* also undertakes to keep all documentation collected from *User* in accordance with the applicable regulations.

Annexes:

ANNEX A - USER MANUAL

ANNEX B - TECHNICAL SUPPORT AND MAINTENANCE

ANNEX C - FINANCIAL CONDITIONS

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ACCEPTANCE OF TERMS AND CONDITIONS OF USE OF SOFTWARE GALILEO.XAI

Pursuant to and for the purposes of Section 1341(2) of the Italian Civil Code, I hereby represent that I have carefully read and specifically approve the covenants set out in the preceding clauses concerning: SOFTWARE LICENCE (CLAUSE 2); ACCESS TO THE SERVICE AND SYSTEM REQUIREMENTS (CLAUSE 3); ACCOUNT AND PASSWORD (CLAUSE 4); USE OF SOFTWARE (CLAUSE 5); UPDATES, CHANGES AND/OR DISRUPTIONS (CLAUSE 8) WARRANTY AND LIMITATIONS (CLAUSE 9) LIMITATION OF LIABILITY (CLAUSE 10); INDEMNITY (CLAUSE 11) APPLICABLE LAW AND JURISDICTION (CLAUSE 13)

Place and date

_____

Signed for acceptance

_____

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ANNEX A - USER MANUAL

The User Manual is available at the following link:

- https://galileox.ai/resources/manuale-utente-1.0.pdf

The complete list of documents in PDF format (e.g. documents relating to other versions of the Software or documents translated into other languages) can be found at the following link:

- https://galileox.ai/resources/

Disclaimer:

Internet Explorer is not on the list of supported browsers as Microsoft Inc. has declared its withdrawal as of 15 June 2022. Further information is available at the following link:

[The future of internet explorer on windows 10 is in Microsoft edge](#)

LARUS Business Automation Srl

ANNEX B - TECHNICAL SUPPORT AND MAINTENANCE

Licensor reserves the right to change, alter, replace or otherwise amend these Terms of Technical Support and Maintenance at any time.

In connection with the licence of *Galileo.XAI* software, *Licensor* shall provide technical support to the *Licensee* under the following conditions:

SUPPORT MATRIX	
Support Level	STANDARD
Service Availability	Business Hours - MONDAY to FRIDAY from 08:00 a.m. to 06:00 p.m. CET, excluding Italian public holidays
Support via telephone	YES, via Call-Conference on Google Meet platform
Email support	YES, email address: support@galileox.ai
Support via ticketing and webchat	YES, by following this link https://support.galileox.ai
Response Time*	Based on the severity of the report (see Section 1.6 'Severity')
Software versions to which Support applies	Latest and immediately preceding released version of Galileo.XAI

*Maximum time to answer/acknowledge an email or ticket, NOT the time to solve the problem.

STANDARD SUPPORT AND MAINTENANCE PACKAGE

Service calls are routed to support technicians. Once a service call has been submitted (via email or ticketing

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system), the next step in handling such call may involve a web-based, email, telephone or fax communication as deemed appropriate. Service shall include:

- Patches, bug fixes, workarounds
- Product updates provided on request (minor revisions)
- Technical product information (Q&A)
- Support contact details

All reported incidents or requests are prioritised and handled according to defined procedures and severity levels, described in Section 1.6 Severity

RESTRICTIONS TO SUPPORT

Support for *Galileo.XAI* shall be limited to the latest released version and the one immediately preceding it.

SUPPORT DEFINITIONS

As used in this SUPPORT AGREEMENT, the following terms shall have the meaning assigned to them below.

1.1. Support call

'Support calls' are expected to be of a technical nature with a clear and detailed description of the problem and how it can be reproduced. Instructions on how to replicate the problem should include all relevant information and evidence, including additional evidence or log files and other related information. *User* may not combine several separate problems or technical issues in one call. Only one technical problem or issue per call shall be permitted. Furthermore, the resolution of one problem cannot result in another problem being submitted within the same call. *Licensor* may create additional calls when *Licensee* submits more than one problem within a call.

Requests that do not qualify as 'technical' should be submitted to the Commercial Representative of *Licensor*.

Communications shall be considered effective upon receipt thereof.

1.2. Scope

Support calls in the following cases shall, by way of example and not limitation, be expressly excluded:

- Requests outside the agreed annual maintenance period
- Requests concerning *Software* evaluation or demonstration
- Requests related to *Software* that have been modified by parties other than *Licensor*
- Requests not related to *Software* for which Support Products were purchased
- Requests of a commercial or marketing nature
- *Software* failure due to external influence, including association with products not authorised for use with the Software

1.3. Response

"Response" shall mean the first response provided by *Licensor* to a new support call placed with the Support Contact details set out in this Annex. This may involve collecting information and providing information on how *Licensor* will proceed in resolving the support call. *Licensor* shall measure response time from the time the call, email or ticket is received on the portal. Outside of support specified timeframe, counting shall begin and/or continues from the next business day.

1.4. Call response time

Licensor shall reply to *User* within the timeframe as specified under 1.6 depending on the severity of the report if the report is received before 06:00 p.m. of a business day. All calls, emails or tickets received after business hours

(Italian time) shall be processed on the next business day. No 'live' support services, either by telephone or email, shall be provided during *Licensor*'s business holidays or on weekends.

1.5. Resolution

The resolution of any incident will depend on the problems and circumstances specific to each incident and the information provided by *Licensor*. Therefore, no resolution timeframe may be guaranteed.

1.6. Severity

The degree of urgency in answering service calls shall be based on the following scale:

CLASS	DESCRIPTION	RESPONSE TIME
Severity 1	Severe service disruption: following failure affecting a critical system, *User* is unable to reboot/restore the system, severe data loss or damage occurs, or the system crashes and *User* is unable to restore its operation	Within 1 (one) hour
Severity 2	Significant service disruption: a main facility consistently fails to operate as per *Specifications*, affecting *User* activity.	Within 4 (four) business hours
Severity 3	*Software User* is experiencing a slight service disruption. Impact causes inconvenience, which may require an alternative solution to restore operation.	Within 8 (eight) business hours
Severity 4	*User* requests information, improvements or clarifications on documentation related to *Software*, but there is no impact on the operation of *Software*. *Software User* does not experience any service disruption. The result does not prevent a system from operating.	Within 8 (eight) business hours

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SUPPORT EXPIRY

The technical support agreement is linked to the licence. Failure to renew the licence shall result in further technical support not being available.

CUSTOMISED SUPPORT

If this Standard Support offer does not meet *User*'s needs, customised support programmes may be selected, including the offer of more support hours Requests for customised support should be submitted to the Commercial Representative of *Licensor*.

More specifically, *Licensor* may provide the following additional Support Levels:

- **Premium Support**: includes 24/7 support for Severity 1 issues, via telephone (call conference), email and ticketing system.
- **Platinum Support**: includes 24/7 support for all issues (regardless of Severity level), via telephone (call conference), email and ticketing system.

When *Licensor* determines that the issue qualifies indeed as Severity 1, *Licensor* shall make all commercially reasonable efforts to solve such issue, including hiring engineers 24/7, provided that useful progress can be made.

As long as a Severity 1 support request remains active, *Licensor* shall assign a designated point of contact to *User*. This point of contact shall be available 24 hours a day, 7 days a week in the case of Premium and Platinum Support, and during the specified business hours in the case of Standard Support. During this same period, *User* shall be required to provide *Licensor* with the details of a contact person, available 24/7 for Premium/Platinum and during business hours for Standard, and reachable via email and telephone, to best assist *Licensor* during testing and implementation of corrections.

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A breakdown of response times for Premium and Platinum Support levels is provided in the table below:

CLASS	PREMIUM SUPPORT	PLATINUM SUPPORT
Severity 1	Within 1 (one) hour	Within 30 (thirty) minutes
Severity 2	Within 4 (four) business hours	Within 2 (two) business hours
Severity 3	Within 8 (eight) business hours	Within 8 (eight) business hours
Severity 4	Within 8 (eight) business hours	Within 8 (eight) business hours

PROFESSIONAL SERVICES

Licensor also provides professional services delivered by analysis, design and development specialists.