

EXOR HMI LICENSE AGREEMENT

BY USING THE EXOR HMI DEVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE EXOR HMI DEVICE NOR ANY OTHER SOFTWARE LICENSED UNDER THIS AGREEMENT, AND YOU MAY RETURN THE UNUSED EXOR HMI DEVICE TO THE VENDOR FROM WHICH YOU ACQUIRED IT WITHIN THIRTY (30) DAYS FOR A FULL REFUND.

1. Disclaimer

- 1.1. *Not an End-User Product.* THE EXOR HMI DEVICE IS NOT AN END-USER PRODUCT AND IT IS NOT INTENDED FOR DIRECT SALE AS SUCH TO END-USERS, BUT MUST BE COMPLETED WITH ADDITIONAL EXOR AND/OR THIRD-PARTY SOFTWARE APPLICATIONS, BASED ON THE SPECIFIC NEEDS AND USE CASES OF END-USERS, AND INTEGRATED WITH EXISTING EQUIPMENT AND MACHINERY IN DIFFERENT TECHNICAL CONTEXTS. THE EXOR HMI DEVICE MUST BE APPROPRIATELY CONFIGURED, PROGRAMMED, COMPLETED WITH ADDITIONAL SOFTWARE APPLICATIONS, AND INTEGRATED INTO LARGER SYSTEMS, EXCLUSIVELY BY EXPERT PERSONNEL.
- 1.2. *IT Security.* THE HETEROGENEITY OF POSSIBLE APPLICATION SCENARIOS FOR THE EXOR HMI DEVICE PREVENTS THE DEFINITION OF STANDARD IT SECURITY MEASURES THAT ARE COMPATIBLE WITH ANY USAGE SCENARIO AND TECHNICAL CONTEXT. IN PARTICULAR, SOME IT SECURITY MEASURES (INCLUDING THOSE THAT MAY CONSTITUTE AN INDUSTRY STANDARD IN DEVICES INTENDED FOR NON-PROFESSIONAL USE) MAY BE INCOMPATIBLE OR UNNECESSARY IN CERTAIN TECHNICAL CONTEXTS, OR, ON THE CONTRARY, NOT SUFFICIENT. IT IS THEREFORE ESSENTIAL THAT THE RISK ANALYSIS RELATING TO IT SECURITY ASPECTS, ALSO IN RELATION TO APPLICABLE LOCAL REGULATIONS ON PERSONAL DATA PROTECTION AND IT SECURITY, IS CARRIED OUT BY SPECIALIZED PERSONNEL, PROFESSIONALS OR COMPANIES, WHO WILL HAVE TO DECIDE UNDER THEIR OWN AND EXCLUSIVE RESPONSIBILITY WHETHER TO USE SOME OR ALL OF THE SECURITY FEATURES OFFERED BY THE EXOR HMI DEVICE, WHETHER TO IMPLEMENT DIFFERENT SECURITY MEASURES AT SYSTEM AND/OR NETWORK LEVEL, OR WHETHER TO COMBINE THE TWO OPTIONS. THE ABOVE CHOICE MUST BE MADE ON THE BASIS OF THE SPECIFIC TECHNICAL AND REGULATORY CONTEXT, AS WELL AS THE TYPE OF DATA PROCESSED THROUGH THE EXOR HMI DEVICE. PLEASE REFER TO THE EXOR HMI DEVICE DOCUMENTATION TO VERIFY THE AVAILABLE SECURITY FEATURES AND THE RELATED CONFIGURATION OPTIONS.
- 1.3. *Life-Critical Systems.* THE EXOR HMI DEVICE IS NOT INTENDED FOR USE IN LIFE-CRITICAL SYSTEMS, WHERE A FAILURE OR MALFUNCTION OF THE EXOR HMI DEVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE EXOR HMI DEVICE IS SUITABLE FOR YOUR SYSTEMS AND FOR YOUR END-USERS' SYSTEMS.

2. Definitions

- 2.1. *You (Your)*: shall mean the natural person or the entity that is agreeing to be bound by this Agreement, their employees and third party contractors that provide services to you. YOU SHALL BE LIABLE FOR ANY FAILURE BY SUCH EMPLOYEES AND THIRD PARTY CONTRACTORS TO COMPLY WITH THE TERMS OF THIS AGREEMENT.
- 2.2. *EXOR*: shall mean EXOR International S.p.A. a corporation organized under the laws of Italy, whose registered office is at via Monte Fiorino 13, 37057 S. G. Lupatoto, Verona, Italy.
- 2.3. *EXOR HMI Device*: shall mean the EXOR hardware/software product(s) purchased by You through a distributor or reseller.
- 2.4. *Copyleft License*: shall mean any software license which grants any recipient of the software the right to copy, modify and redistribute modified versions of the software, but provided that all copies and modified versions are distributed under the same terms and conditions provided in the Copyleft License itself.
- 2.5. *Copyleft Software*: shall mean any software covered by any Copyleft License and included in or provided with the EXOR HMI Device.
- 2.6. *Software*: shall mean all software and/or firmware (including its Graphical User Interface and any accompanying documentation) included in (or otherwise provided to You with) the EXOR HMI Device and any updates and maintenance releases thereto, with the exception of Copyleft Software.
- 2.7. *Hardware*: shall mean the hardware part of the EXOR HMI Device, with exclusion of Software and of Copyleft Software.
- 2.8. *Additional Applications*: shall mean any Exor or third-party software application that can be installed in the EXOR HMI Device.
- 2.9. *Integration (Integrate)*: shall mean the integration of the EXOR HMI Device in a larger system, which involves the installation of Additional Applications of Your choice in the EXOR HMI Device, and the programming, configuration and integration of the EXOR HMI Device with other equipment or machinery for specific use cases determined by You, based on Your End-Users' needs.
- 2.10. *Your System(s)*: shall mean technology systems and/or solutions developed by You, into which You Integrate the EXOR HMI Device. Your Systems may consist of whatever kind of technology product or solution, for whatever kind of application.
- 2.11. *End-Users*: shall mean end-users of Your Systems.
- 2.12. *Supply*: shall mean means to sell, offer for sale, distribute, dispose, rent, lend, lease, commercialize, exploit or otherwise transfer, with or without compensation or consideration, directly or through distributors or resellers.

- 2.13. *Applicable Additional License Terms*: shall mean any possible additional license terms applicable to the specific EXOR HMI Device purchased by You, where enclosed with this Agreement.

3. License Grant

- 3.1. *License*. Subject to the terms of this Agreement and to the Applicable Additional License Terms, EXOR hereby grants You a non-exclusive, non-transferable, royalty-free license, to use the Software only for the operation of the EXOR HMI Device for the purpose of Integrating the EXOR HMI Device in Your Systems and to Supply Your Systems to End-Users. You may sublicense the right to use the Software to End-Users only for the operation of the EXOR HMI Device(s) Integrated in Your Systems that You Supply to them, under conditions no less restrictive than those provided in this Agreement.
- 3.2. *License Limitations*. You may not copy the Software except for a reasonable number of machine-readable copies of the Software for backup or archival purposes. You may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings on the Software. You are not granted any rights to any trademarks or service marks of EXOR. EXOR retains all rights not expressly granted to You.
- 3.3. *Restrictions*. Except for the limited license provided for by Section [3.1](#), You may not (i) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Software to another party; (ii) provide, disclose, divulge or make available to, or permit use of the Software in whole or in part by, any third party without EXOR's prior written consent. In any case, You may not modify or create derivative works based upon the Software. Except to the extent expressly permitted by applicable law, and to the extent that EXOR is not permitted by that applicable law to exclude or limit the following rights, you may not decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part. For the sake of clarity, these Restrictions do not apply to any Copyleft Software or any part of the EXOR HMI Device (but only those parts) which are under a copyright license that permit otherwise.
- 3.4. *Modifications to EXOR HMI Devices*. Without first obtaining the written approval from EXOR, You shall not make (nor allow any other third party to make) any modifications to any EXOR HMI Devices or any parts of the Software, other than:
- a. installing EXOR's official Software/Firmware updates,
 - b. installing Additional Applications that are officially approved by EXOR for usage with the EXOR HMI Device, and that do not modify the Software
 - c. configuring and programming the EXOR HMI Device through the interfaces provided by EXOR for such purpose.

Notwithstanding the foregoing provision, any modification rights, which are granted by Copyleft Licenses of Copyleft Software, may be always exercised by any recipient of such software, but in such case EXOR shall

not have any warranty or support obligations with respect to such modified EXOR HMI Devices and all fees for already purchased support and maintenance services shall remain due.

- 3.5. *Copyleft Software.* You can redistribute and/or modify the Copyleft Software under the terms of the applicable Copyleft Licenses. For the sake of clarity, nothing in this license shall have the effect to reduce or deprive You of any of the rights or liberties granted by the relevant Copyleft License. For at least three (3) years from delivery of the EXOR HMI Device and for the period in which the EXOR HMI Device is officially supported by EXOR, EXOR will give to any third party who contacts it at the contact information provided below, for a charge no more than the cost of physically performing source code distribution, a complete machine-readable copy of the corresponding source code (as defined in the applicable Copyleft License) and of the installation instructions (if provided for, and as defined by the applicable Copyleft License) of any Copyleft Software components included in the EXOR HMI Device. The complete list of the open source components included in the EXOR HMI Device, and the licenses thereof, may be found in the user interface of the product itself (System Setting), at https://IP/machine_config; Contact Information: support.it@exorint.com.

4. Support and Maintenance

- 4.1. *Support and Maintenance Services.* Subject to proper and ongoing payment of the applicable service and maintenance fees, EXOR will provide to You support and maintenance services on the EXOR HMI Device under the Service Level Agreement available at <https://www.exorint.com/it/supporto#hw> and by accepting the terms of this Agreement you are accepting such Service Level Agreement. Any support and maintenance services are provided in your favour only, and EXOR will not provide any direct support or maintenance services to End-Users of Your Systems.
- 4.2. *Supplemental Software.* Any supplemental software or related materials that EXOR provides to you as part of any support and maintenance services (except for supplemental software covered by Copyleft Licenses) are to be considered part of the Software and are subject to the terms and conditions of this Agreement.

5. Out of Scope

- 5.1. *Additional Applications.* This license does not cover any additional EXOR and/or third-party software applications that can be installed on the EXOR HMI Device; please refer to the respective applicable license terms for each application.
- 5.2. *VPN and Cloud Services.* The EXOR HMI Device may offer remote connectivity functionalities to VPN and/or cloud services offered by EXOR and/or by third parties. this license does not cover such services, which may be purchased separately and are subject to their respective service terms and conditions.

- 5.3. *Third-Party Technologies.* The EXOR HMI Device may implement third-party technologies (eg. hardware video codecs) that are not licensed by EXOR and for which a patent license from third parties may be needed, also depending on Your End-Users' specific use cases. Unless explicitly stated otherwise, these third-party technologies are not licensed hereunder. Such third-party technologies may include without limitation HEVC/H.265 and/or AVC/H.264 decoders and/or encoders. Please refer to the EXOR HMI Device documentation to verify which third-party technologies are included in order to obtain a proper license for Your use case.

6. Local Laws and Regulations

- 6.1. *Cryptographic Software Notice.* Some Software and/or Copyleft Software may include cryptographic software. The country in which You currently reside may have restrictions on the import, possession, use, and/or re-export to another country, of cryptographic software. BEFORE using any cryptographic software, please check your country's laws, regulations and policies concerning the import, possession, or use, and re-export of encryption software, to see if this is permitted. For more details on the included software parts that may be subject to export controls on cryptographic software please contact us at: support.it@exorint.com.
- 6.2. *Data Retention, Anti-Terrorism.* You acknowledge that use of EXOR HMI Devices, first and foremost when used to provide services to the public and/or third parties, may be subject to legal restrictions provided by Data Retention Laws, Anti-Terrorism Acts and similar laws, statutes or regulations applicable in Your country and/or in the countries where Your End-Users reside. Such restrictions may significantly vary depending on the context of use and other circumstances. It is your sole responsibility to use and configure EXOR HMI Devices in order to comply with such laws, statutes or regulations. Any legal texts and/or disclaimers possibly displayed or otherwise provided by and/or included in EXOR HMI Devices are exemplary texts provided on a courtesy basis, without warranties or conditions of any kind, either express or implied, and it is your sole responsibility to modify such texts or substitute them with other appropriate texts depending on the context of use and on the laws and regulations applicable in Your and/or Your End-Users' countries.

7. Term and Termination

- 7.1. *Term.* Except for evaluation and beta licenses, where the term is limited according to the Applicable Additional License Terms, the term of the license is for the duration of EXOR's copyright in the Software.
- 7.2. *Termination.* EXOR may terminate this Agreement immediately and without notice if You are in material breach of the license terms or any other terms of this Agreement. Any sublicense granted by You to End-Users shall automatically terminate upon material breach of the sublicense terms, which shall be no less restrictive than the terms of this Agreement.

- 7.3. *Effect of Termination.* In the event of termination, You must destroy all copies of the Software, including all backup copies, and remove it from Your Systems. The provisions of this Agreement, except for the license granted in Section [3](#) (License Grant) but including Section [3.5](#) (Copyleft Software), shall survive termination.

8. Limited Warranty and Limitation of Liability

- 8.1. *Limited Warranty.* Hardware warranty conditions are provided by EXOR's general conditions of sale, available at <https://www.exorint.com/conditions>. Software and Copyleft Software is licensed on a AS IS basis, without warranties or conditions of any kind, either express or implied. EXOR shall be responsible only for willful acts and gross negligence with respect to damages caused by any EXOR HMI Devices. THE LIMITED WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY EXOR, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF EXOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, REPAIR OR PERFORMANCE OF THE PRODUCTS. This limitation of warranty does not affect any rights You may have under any applicable law that cannot be excluded or limited. This limited warranty is provided in your favour only, and EXOR will not provide any warranty to End-Users of Your Systems.
- 8.2. *Excluded Claims.* EXOR shall have no obligation under any warranty in the event that the EXOR HMI Device has been modified in any manner without prior written consent of EXOR, except for what is expressly permitted in Section [3.4](#) (Modifications to EXOR HMI Devices). EXOR shall have no obligation under any warranty in the event that the EXOR HMI Device has been subjected to unusual physical or electrical stress, misuse, negligence, accident, or damage by circumstances beyond EXOR's control. EXOR shall have no obligation under any warranty in the event that the EXOR HMI Device has been used with software not provided by EXOR or not officially approved by EXOR for use with the EXOR HMI Device. In addition, EXOR shall have no obligation under any warranty in the event that the EXOR HMI Device has not been maintained or used in accordance with EXOR's applicable operating and/or maintenance manuals, or when damages or defects result from improper handling and/or non-usage of the original packing and the applicable packing instruction.

9. General Provisions

- 9.1. *Entire Agreement.* This Agreement sets forth EXOR's entire liability and your exclusive remedy with respect to the EXOR HMI Device and supersedes the terms of any purchase orders and any other communications or advertising with respect to the Software. You acknowledge that this Agreement is a complete statement of the agreement between you and EXOR with respect to the EXOR HMI Device, and that there are no other prior or contemporaneous

understandings, promises, representations, or descriptions with respect to the EXOR HMI Device.

- 9.2. *Waiver and Modification.* No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights. This Agreement may only be modified, or any rights under it waived, by a written document executed by the party against which it is asserted.
- 9.3. *Severability.* If any provision of this Agreement is found void or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.
- 9.4. *Governing Law and Jurisdiction.* This Agreement and any legal matters that may arise out of or in connection with this Agreement shall be subject to, and construed exclusively in accordance with the laws of the Republic of Austria, except for its of conflict of laws provisions (Internationales Privatrecht) and without application of the Convention on the International Sales of Goods (Wiener Kaufrechtsübereinkommen). The courts of Venice, Italy, shall have exclusive jurisdiction.