BY USING EXOR'S JMOBILE SOFTWARE SUITE (OR ANY OF ITS INDIVIDUAL COMPONENTS), YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE JMOBILE SOFTWARE SUITE OR ANY OTHER SOFTWARE LICENSED UNDER THIS AGREEMENT, AND YOU MUST DELETE ALL COPIES IN YOUR POSSESSION.

1. DESCRIPTION OF THE LICENSED SOFTWARE AND DISCLAIMERS

The JMOBILE Software Suite ("JMOBILE") is a software platform developed and distributed by EXOR International SpA, whose registered office is at via Monte Fiorino 13, 37057 S. G. Lupatoto, Verona, Italy ("EXOR"). JMOBILE is designed to create and deploy custom Human-Machine Interfaces ("HMI") for industrial touch panels and computers that connect to programmable logic controllers ("PLC") or similar devices via various communication protocols, and to third-party cloud services ("Cloud Services") for remote access.

JMOBILE consists of multiple components ("Components"):
- a studio application ("JMOBILE Studio") for designing an interface as a project ("JMOBILE Project") stored in EXOR's proprietary format ("JMOBILE Project Format");
- optional extensions ("Extensions") that add functionality such as enabling specific communication protocols;
- runtime components ("Runtimes") that are installed on target devices (touch panels or computers) together with a JMOBILE Project so that the project can run on those devices.

The Runtimes required to run a particular JMOBILE Project are referred to as the "Required Runtimes".

JMOBILE IS NOT AN END-USER PRODUCT AND IS NOT INTENDED FOR DIRECT SALE TO END-USERS. IT IS USED TO DEVELOP JMOBILE PROJECTS THAT MEET THE SPECIFIC NEEDS OF END-USERS AND TO INTEGRATE THOSE PROJECTS AND THE REQUIRED RUNTIMES WITH EXISTING SOFTWARE, EQUIPMENT AND MACHINERY IN VARIOUS TECHNICAL CONTEXTS. CONSEQUENTLY, THE DESIGN, CONFIGURATION, TESTING, AND DEPLOYMENT OF A JMOBILE PROJECT THROUGH JMOBILE STUDIO MUST BE PERFORMED EXCLUSIVELY BY EXPERT PERSONNEL, PROFESSIONALS, OR COMPANIES THAT ARE PROFICIENT WITH JMOBILE AND WITH THE TECHNICAL DOMAINS RELEVANT TO THE SPECIFIC PROJECT (INCLUDING A THOROUGH UNDERSTANDING OF THE OPERATIONAL ENVIRONMENT AND TECHNICAL CONTEXT). THE DEVELOPMENT, USE, AND ANY DISTRIBUTION OF JMOBILE PROJECTS IS THE SOLE RESPONSIBILITY OF THE PARTY THAT CREATES THEM; EXOR PROVIDES NO WARRANTY AND ASSUMES NO LIABILITY FOR ANY JMOBILE PROJECT DEVELOPED BY YOU OR SUPPLIED TO YOU BY A THIRD PARTY.

BECAUSE POSSIBLE APPLICATION SCENARIOS FOR JMOBILE ARE HIGHLY DIVERSE, NO SINGLE SET OF STANDARD IT-SECURITY MEASURES CAN SATISFY EVERY USE CASE. SOME SECURITY MEASURES THAT ARE STANDARD FOR NON-PROFESSIONAL DEVICES MAY BE INCOMPATIBLE, UNNECESSARY, OR INSUFFICIENT IN CERTAIN INDUSTRIAL CONTEXTS. THEREFORE, A RISK ANALYSIS COVERING IT SECURITY ASPECTS - AND ANY APPLICABLE LOCAL REGULATIONS ON PERSONAL DATA PROTECTION AND IT SECURITY - MUST BE PERFORMED BY SPECIALIZED PERSONNEL, PROFESSIONALS, OR COMPANIES. THOSE PARTIES MUST DECIDE, UNDER THEIR OWN EXCLUSIVE RESPONSIBILITY, WHICH DATA TO PROCESS, WHY AND HOW, WHETHER TO USE ANY OR ALL OF JMOBILE'S SECURITY FEATURES, WHETHER TO IMPLEMENT ADDITIONAL SECURITY MEASURES AT THE SYSTEM AND/OR NETWORK LEVEL, OR WHETHER TO COMBINE APPROACHES. THE DECISION MUST BE BASED ON THE SPECIFIC TECHNICAL AND REGULATORY CONTEXT AND ON THE TYPE OF DATA PROCESSED. PLEASE CONSULT JMOBILE'S DOCUMENTATION TO VERIFY AVAILABLE SECURITY FEATURES AND CONFIGURATION OPTIONS.

JMOBILE IS NOT INTENDED FOR USE IN LIFE-CRITICAL SYSTEMS WHERE A FAILURE OR MALFUNCTION OF A RUNTIME COMPONENT COULD CAUSE DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER JMOBILE IS SUITABLE FOR YOUR SYSTEMS AND FOR THE SYSTEMS OF YOUR END-USERS.

2. DEFINITIONS

All terms defined in Section 1 have the meanings given there. Additional terms are defined below.

2.1. You (Your): the natural person or entity agreeing to be bound by this Agreement, including its employees and third-party contractors that provide services to You. YOU ARE LIABLE FOR ANY FAILURE BY SUCH EMPLOYEES OR CONTRACTORS TO COMPLY WITH THIS AGREEMENT.

2.2. Copyleft License: any software license that grants recipients the right to copy, modify, and redistribute modified versions of the software, provided that all copies and modified versions are distributed under the same terms and conditions provided in the Copyleft License itself.

2.3. Copyleft Software: any software covered by a Copyleft License and included in or provided with the Licensed Components.

2.4. Licensed Components: any Components for which You have purchased a valid license or are otherwise authorized to use under this Agreement (e.g., during a Trial Period).

2.5. Integration (Integrate): the incorporation of a JMOBILE Project and the Required Runtimes into a larger system that includes third-party software, equipment, or machinery for specific use cases determined by You, based on Your end-users' needs.

2.6. Your System(s): technology systems or solutions developed by You into which You integrate the JMOBILE Project and the Required Runtimes. Your Systems may consist of any type of technology product or solution for any application.

2.7. End-Users: the end-users of Your Systems.

2.8. Supply: any means of selling, offering for sale, distributing, disposing, renting, lending, leasing, commercializing, exploiting, or otherwise transferring, with or without compensation, directly or through distributors or resellers.

2.9. Applicable Additional License Terms: any additional license terms that apply to the specific Licensed Components You purchased, whether enclosed with or referenced by this Agreement, or otherwise validly stipulated by the parties.

2.10. Business Use: use of the Licensed Components by business entities (including professionals) which independently carry out the supply of goods and services, whatever the purpose or results of such economic activities, with express exclusion of private use by consumers.

2.11. Trial Period: A limited period during which the Licensed Components may be evaluated before purchase, if permitted by this Agreement (including the current EXOR Licensing Policy defined in Section 3.2).

3. LICENSE

3.1. License Grant - Subject to this Agreement and any Applicable Additional License Terms, EXOR grants You a non-exclusive, non-transferable (except for the transfer of Required Runtimes expressly permitted below) license to use the Licensed Components solely to create and Integrate JMOBILE Projects and the Required Runtimes into Your Systems for Business Use, or to Supply Your Systems - along with Your Integrated JMOBILE Projects and the Required Runtimes - to End-Users for their internal Business Use. In the latter case, You may transfer the license to the Required Runtimes to End-Users, provided that You properly hand over this Agreement and any Applicable Additional License Terms to Your End-Users, and provided that You also transfer to the End-User the machine on which the Required Runtimes have been activated pursuant to Section 3.3 (the "Activated Machine"), if it is not already in their possession. The End-User's rights are limited to operating the transferred Required Runtimes on the Activated Machine, subject to the applicable restrictions of this Agreement; no rights to JMOBILE Studio, the Extensions, or to further Integrate, Supply or transfer are granted to the End-User.

3.2. Product Activation and Usage - Depending on the current licensing policy:
- activation keys may be required for some or all Components;
- a single activation key may activate one or more Components;
- an activation key may cover upgrades and/or updates for a limited maintenance period included in the key price;
- certain Components may be offered with an initial Trial Period, after which an activation key is required;

- some Components may not be activated on specific devices or virtual machines.

3.2.1 Activation Requirements by Component - Unless the EXOR Licensing Policy states otherwise, the following activation requirements apply:
- JMOBILE Studio requires a valid activation key to operate;
- JMOBILE Runtime PC requires a valid activation key to operate;
- JMOBILE Runtime pre-installed on EXOR-branded hardware devices is pre-activated and included in the hardware price; no activation key is needed;
- JMOBILE Client Win32 does not require activation;
- HMI Client does not require activation.
For the avoidance of doubt, Components that do not require activation are still subject to the license limitations and restrictions set forth in this Agreement.

3.2.2 Trial Period and Trial Mode - Certain Licensed Components may be provided with a limited Trial Period, as specified in the EXOR Licensing Policy. Upon expiration of the applicable Trial Period, a valid activation key is required to continue using the relevant Licensed Component.
Certain other Components or functionalities may operate in a time-limited trial mode (e.g., thirty (30) minutes or two (2) hours) and may require a restart to renew that mode. A valid activation key is required to disable the trial mode and use the Component or the functionality without such limitation.

3.2.3 Virtualized and Containerized Environments - Support for installing and using the Licensed Components in virtualized or containerized environments (including, without limitation, virtual machines, containers, chroot environments, or other isolated runtimes) is subject to the following limitations, as well as any additional restrictions set forth in the EXOR Licensing Policy and the technical documentation:
- JMOBILE Studio is supported in virtualized environments; however, the Trial Period is not available when used in such environments; once activated, the Component is bound to the specific environment (including any virtual machine or container instance) and may not be copied, duplicated, moved, or reused across multiple instances or environments, even if technically possible;
- JMOBILE Runtime PC is not supported in virtualized or containerized environments under this Agreement; any use in such environments must be negotiated with EXOR in a separate written agreement.
For the avoidance of doubt:
- the availability of a trial period or the technical ability to run a Licensed Component in a virtualized or containerized environment does not imply that such use is supported, certified, or permitted under this Agreement or the EXOR Licensing Policy;
- any form of environment replication - including cloning, snapshotting, exporting, or redeploying virtual machines, containers, or similar environments with an activated Licensed Component - is prohibited unless expressly authorized by EXOR in writing.

3.3. Activation Keys - Activation keys are sold directly by EXOR or through its resellers and are generated by a remote activation server managed by EXOR. The key must be entered to activate the associated Component(s); it is then transmitted to the server together with machine-identifying information (e.g., BIOS ID, MAC address; such data will be processed for the sole purpose of Your license activation; refer to EXOR's privacy policy available at https://www.exorint.com/privacy for more information). The server returns a digitally signed license file bound to that machine and to the purchased Components. The Component(s) verify the license file’s validity and the machine data; the license is therefore tied to the specific machine and cannot be transferred to another machine. Each Component may be installed on a single machine per activation key. Additional installations on other machines require separate activation keys. Network distribution for simultaneous use on multiple computers is not permitted.

3.4. Other License Limitations - You may make a reasonable number of machine-readable backup or archival copies of the Licensed Components. You may not remove any titles, trademarks, trade names, copyright notices, legends, or other proprietary markings. No rights are granted to any EXOR trademarks or service marks. EXOR retains all rights not expressly granted to You.

3.5. Restrictions - Except for the limited license and the Required-Runtimes transfer right in Section 3.1, and except to the extent EXOR is not permitted by any applicable mandatory law to exclude or limit the following rights, You may not:
- sell, lease, license, sublicense, distribute, or otherwise transfer any Licensed Components in whole or in part;
- provide, disclose, or make available the Licensed Components to any third party without EXOR’s prior written consent;
- decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Licensed Components or the JMOBILE Project Format;

- modify or create derivative works based on the Licensed Components.
These restrictions do not apply to any Copyleft Software or any third-party portion of JMOBILE that is covered by a license permitting such actions.

3.6. Modifications - Without EXOR's written approval, You may not (nor allow any third party to) modify JMOBILE or any part of it, except for:
- installing EXOR's official updates;
- installing third-party extensions or runtimes that EXOR has officially approved for use with JMOBILE (if any).
Notwithstanding the foregoing, any modification rights granted by Copyleft Licenses may be exercised by recipients of such software, but EXOR will have no warranty or support obligations for those modified components, and any fees for already purchased support and maintenance remain due.

3.7. 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 Licensed Component integrating the Copyleft Software, and for the period in which the Licensed Component 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 Licensed Component.

Contact Information: oss.it@exorint.com

4. SUPPORT AND MAINTENANCE

4.1. Support and Maintenance Services - Upon payment of the applicable service and maintenance fees, EXOR will provide You with support and maintenance for the Licensed Components under the Service Terms and Conditions available at https://www.exorint.com/support#sw. By accepting this Agreement You also accept the associated Service Terms and Conditions. Support and maintenance are provided solely to You and EXOR will not provide direct support or maintenance to the End-Users of Your Systems, unless in the case You transfer the license to the Required Runtimes to Your End-Users pursuant to Section 3.1, and limited to the transferred license only. In the latter case, any possible service and maintenance renewal fees after the transfer will have to be borne by the transferee End-User.

4.2. Supplemental Software - Any supplemental software or related materials provided by EXOR as part of support and maintenance (except for supplemental software covered by Copyleft Licenses) are considered part of the Licensed Components and are subject to this Agreement.

5. OUT-OF-SCOPE

5.1. Additional Extensions and Runtimes - This license does not cover any EXOR-approved third-party extensions or runtimes that can be used with JMOBILE. Refer to the applicable license terms for each such component.

5.2. Cloud Services - Cloud Services for remote connection to JMOBILE-powered HMIs are not covered by this license and must be purchased separately under their own terms.

6. LOCAL LAWS AND REGULATIONS

6.1. Cryptographic Software Notice - Some Licensed Components or Copyleft Software may contain cryptographic functionality. Your country may impose restrictions on the import, possession, use, or re-export of such software. BEFORE using any cryptographic software, verify that Your local laws, regulations, and policies permit it. Details on included cryptographic components are available in EXOR's technical documentation.

6.2. Data Retention and Anti-Terrorism - You acknowledge that using JMOBILE, especially when providing services to the public or third parties, may be subject to data-retention, anti-terrorism, and related laws in Your jurisdiction and in the jurisdictions of Your End-Users. Compliance with such laws is solely Your responsibility.

7. TERM AND TERMINATION

7.1. Term - Except for trial licenses, which are limited to the Trial Period specified in the EXOR Licensing Policy, the license term lasts for the duration of EXOR's copyright in the Licensed Components.

7.2. Termination - EXOR may terminate this Agreement immediately and without notice if You materially breach any license term or other provision of this Agreement.

7.3. Effect of Termination - Upon termination, You must destroy all copies of the Licensed Components, including backups, and remove them from Your Systems. All provisions of this Agreement, except for the license granted in Section 3.1 and for Section 4.1 on support and maintenance, survive termination.

8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE WARRANTY AND LIABILITY LIMITATIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND DO NOT AFFECT ANY RIGHTS YOU MAY HAVE UNDER MANDATORY LAW THAT CANNOT BE EXCLUDED OR LIMITED.

8.1. Disclaimer of Warranty - Licensed Components are licensed on an "AS IS" basis, without warranties or conditions of any kind, either express or implied. In any case, any warranty EXOR may provide under any mandatory law, is provided in Your favour only and EXOR will not provide any warranty to End-Users of Your Systems, unless in the case You transfer the license to the Required Runtimes to Your End-Users pursuant to Section 3.1, and limited to the transferred license only.

8.2. Excluded Claims - EXOR shall have no obligation under any warranty if the Licensed Components have been modified without EXOR's prior written consent (except as permitted in Section 3.6), if they have been combined with extensions or runtimes not provided or officially approved by EXOR, or if they have not been maintained or used according to EXOR's operating and maintenance manuals.

8.3. Limitation of Liability - EXOR is liable for damages caused by Licensed Components only in case of willful misconduct or gross negligence.

8.4. Data Loss - You are responsible for regularly backing up Your data. If data loss results from a malfunction of a Licensed Component, EXOR's liability is limited to the cost of copying data from Your backups and restoring the data, assuming proper backups were made.

8.5. Third-Party Claims - Unless otherwise provided by any Applicable Additional License Terms for specific Licensed Components, if a claim against You alleges that any portion of the Licensed Components developed by EXOR infringes third-party intellectual property rights (a "Covered Claim"), and the claim is not based on unauthorized modifications made by You or on an unauthorized use of the Licensed Components outside the scope of the license grant provided by Section 3, EXOR will defend You and cover reasonable costs, damages, expenses, judgments, and attorney fees related to the claim, provided that:
- You give EXOR prompt written notice of the claim with sufficient detail to allow EXOR to challenge the Covered Claim on legal and/or technical grounds without losing any substantial or procedural right connected to the elapsing of time;
- both parties cooperate in establishing a common defense, unless a party in good faith reasonably believes a separate defense is necessary;
- neither party settles or enters into a partial agreement without the other's prior written consent, which shall not be unreasonably withheld;
- subject to Your consent (which shall not be unreasonably withheld), You transfer the defense to EXOR, which will bear reasonable costs of Your cooperation; You may participate in the defense at Your own expense, but strategic decisions remain with EXOR, subject only to the above provisions regarding settlement approvals.

9. GENERAL PROVISIONS

9.1. Entire Agreement - This Agreement constitutes the entire agreement between You and EXOR concerning the Licensed Components and supersedes all prior purchase orders, communications, and advertisements.

9.2. Waiver and Modification - No failure to exercise any right under this Agreement constitutes a waiver of that right. Any amendment or waiver must be in writing and signed by the party against whom it is asserted.

9.3. Severability - If any provision is found void or unenforceable, it will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

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 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.