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## GENERAL TERMS AND CONDITIONS AGREEMENT FOR THE GRANT OF LICENSE OF THE “GLUESYNC” APPLICATION SOFTWARE AND PROVISION OF RELATED SERVICES

These General Terms and Conditions Agreement set forth the basis for the contractual relations between MOL017 SRL and the natural person or company that, for its own professional and entrepreneurial purposes, requests the grant of license of the GlueSync software and the provision of related Services.

The main General Terms and Conditions Agreement may be updated and remain available in its current version at the website [www.gluesync.com](http://www.gluesync.com) for the consultation by the Customer.



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## Art. 1 – Definitions

In the reading of this document, unless otherwise specified, the following terms have the meaning below:

**Agreement:** the main General Terms and Conditions Agreement, the Order Form, the Economic Offer, the User Manual and any other document to these related or from these mentioned as integral part, which constitutes all together the relation between the Parties.

**Order Form:** document in which contains the Customer's data, his contacts and the request of the Application's grant of license and related provision of Services.

**Economic Offer:** document in which is described the fees for the Services and the methods and timing of their payment.

**Minimum Requirements and Sizing Questionnaire:** documentation that contains (i) the indication of the minimum characteristics that must be owned by the Customer's IT and ICT Systems in order to consent the Application's function and (ii) any other further information requested by MOLO17 and given by the Customer that are necessary to proceed to the setup and to the Application's implementation within the same IT and ICT Systems' architecture.

**User Manual:** document that contains the instructions for the Application's use by the Users, the description of the characteristics, technical specifications and functionality.

**MOLO17:** the company is organized and exists under the laws of Italy, MOLO17 SRL with headquarters in Viale Chiuso 13 – 33170, Pordenone (PN), Italy (Tel. +39 0434 1573057 – e-mail: info@molo17.com – legal mail: molo17@legalmail.it – VAT number 01793690932, REA: PN 105023 – website [www.molo17.com](http://www.molo17.com)).

**Customer:** subject that carries out business activities in an individual or corporate form, who signs the Agreement for its own professional and entrepreneurial purposes.

**Parties:** MOLO17 and the Customer.

**IT System:** the complex of corporate IT resources of the Customer's company at the hardware and software level.

**ICT System:** the complex of tools used by the Customer's company to allow its resources to access and exchange company information through telecommunication technologies (internet, wireless networks, mobiles, etc.).

**Database / Data Sources:** software, archives and structural data storage systems used by the Customer to store the information produced from the company's applications.

**Contents:** data and information present in the Database.

**Application or GlueSync:** the GlueSync software is owned by MOLO17 (incl. intellectual property rights) integrated with the Databases that allows replication of the contents of a SQL Database from and to a NoSQL Database, making possible the bidirectional synchronization of data in real-time



between two types of databases.

**License Key:** alphanumeric code provided by MOLO17 to the Customer and necessary for the activation of the Application software's grant of license.

**SQL Database:** relational database (SQL) used for the synchronization of data in real-time coming from non-relational database (NoSQL).

**NoSQL Database:** non-relational database (NoSQL) used for the synchronization of data in real-time coming from a relational database (SQL).

**Users:** the Customer's employees and collaborators authorized to use the Application on behalf of the Customer itself.

**LOG:** text file within which the operations performed by the Application are stored in chronological order.

**Services:** the activities provided by MOLO17 with the Application's grant of license and any other further activity (Professional Services, Technical and Extraordinary Assistance, Corrective, Adaptive and Evolutionary Maintenance) that MOLO17, directly or through companies connected to it and/or own commercial partners and/or suppliers, provides to the Customer in execution of the Agreement.

**Professional Services:** IT and ICT Systems analysis' activity aimed for the setup and the Application's implementation according to the information and needs represented by the Customer while filling in the Sizing Questionnaire.

**Technical Assistance:** activity provided by MOLO17 through an online helpdesk service in order to support the Customer in the correct and efficient use of the Application and in the operational problem's resolution that may arise when using the Application.

**Corrective Maintenance:** operations made by MOLO17 in order to correct malfunctions or errors of the Application (bug) on the basis of tests and reports received by the Customer.

**Adaptive Maintenance:** operations made by MOLO17 to adapt the Application to the Customer's specific needs other than those indicated.

**Evolutionary Maintenance:** operations made by MOLO17 to improve the function and the usefulness of the Application, to add new functions and characteristics, to adapt it to changes in law in its relative context.

**Extraordinary Assistance:** operations provided specific to a Customer's request on the basis of particular needs of use and/or changes/customizations of the Application.

**24/7/365:** acronym used in the Agreement to indicate the continuity of Services 24 hours on 24, 7 days a week, 365 days a year.

**Confidential Information:** (i) the information regarding MOLO17 and by the same deemed or classified as confidential of which the Customer has become aware of for any reason related to the Agreement's enforcement and/or (ii) the information regarding MOLO17 that, for their nature, content or



circumstance in which they are revealed, normally would be considered as confidential. Regarding, for example, all performances, characteristics, configurations and technical information of the Services, quotations, audit or safety reports and product development plans constitute MOL017's confidential information.

## **Art. 2 – Purposes of the Agreement**

1. The aim of this Agreement is the Applications grant of license and the provision of related services by MOL017 requested by the Customer via the Order Form, before payment of the fees indicated in the Economic Offer and according to the characteristics, descriptions, technical specifications reported in the Economic Offer itself and in its related annexes.
2. The main General Terms and Conditions Agreement govern the GlueSync's use by the Customer and the provision of Services performed by MOL017, as well as the Parties' mutual rights and obligations contained in the Agreement.
3. The Customer acknowledges and accepts that – except for the Application's grant of license, which is reserved by MOL017 – the latter can entrust the execution of other Services to other companies connected to it or to its own commercial partners and/or suppliers. It is understood that, even in these cases, the contractual relationship exists exclusively between MOL017 and the Customer, unless otherwise agreed between the Parties, in which the Customer provides to execute separate contracts with associated companies and/or commercial partners and/or suppliers of MOL017 to obtain from these subjects the provision of the Services entrusted to them, that are consequently excluded from the Agreement between MOL017 and the Customer.

## **Art. 3 – Agreement's Completion**

1. The Agreement is concluded on the date of the correct and punctual receipt by MOL017 of the Order Form, the Economic Offer and the main General Terms and Conditions Agreement, all signed for acceptance by the Customer, together with the payment of the amount agreed for the Services requested by the Customer according to the provisions of the Economic Offer. It is understood, in any case, that the use of the Services by the Customer, even in the absence of the signing of one or more documents mentioned in the previous period, certifies the full acceptance of all the contractual, economic and technical conditions provided hereby.
2. In the case of purchase of the Application's grant of license by e-commerce available at the website [www.gluesync.com](http://www.gluesync.com) the contract is considered concluded when the order's confirmation by MOL017 containing the information referred to in article 13, paragraph 2, of the Legislative Decree n. 70/2003 is delivered to the e-mail address indicated at the Order Form by the Customer.
3. The Customer is responsible for the truthfulness of information provided and recognizes MOL017 the right to obtain any further information for the purpose of activating the Services, in compliance with the current legislation.



## **Art. 4 – GlueSync’s Grant of License**

1. Under the respect by the Customer of the main General Terms and Conditions Agreement and on condition that the Customer has paid the fees foreseen in the Economic Offer, MOL017 grants the Customer a license to use GlueSync throughout the world that is personal and revocable, non-exclusive, non-transferable and non-sublicensable, including the right to use other software owned by MOL017 or by its assignors that are integrated into the Application or in any case used by the Application, as well as to use other Services included in the license fee in the limits specified in the Economic Offer and in the main General Terms and Conditions Agreement.
2. To take advantage of additional and different Services than those included in the GlueSync license fee, the Customer is required to pay an independent and separate fee provided for in the Economic Offer or subsequently agreed between the Parties.
3. The GlueSync’s grant of license is defined by the number of Data Sources and/or number of CPUs indicated in the Economic Offer, in accordance with the option chosen by the Customer while filling out the Sizing Questionnaire.
4. The Customer may request at any moment to increase the number of licenses than that chosen when activating the Services, by means of previous payment to MOL017 of the correspondent increase of the annual fee based on the economic conditions in force at the time of the request of the license’s extension, which will be communicated by MOL017 and applied on a pro-rata basis in proportion to the residual fraction of the year following the extension request itself.
5. The GlueSync’s grant of license has a duration of 1 (one) year starting from the date of activation, unless one of the Parties withdraws from the Agreement pursuant to Article 14 of the main General Terms and Conditions Agreement.
6. In case of early termination of the Agreement compared to its natural expiration, from any given cause, the Application’s grant of license shall be automatically revoked from the date of termination of the Agreement’s effects and the Customer must refrain from making any further use of the Application and must immediately uninstall it from its IT/ICT Systems, under penalty of violation of the intellectual property rights of MOL017.

## **Art. 5 – Intellectual Property Rights. Third Parties’ Contents**

1. The Application is protected by the laws and regulations on copyrights and intellectual property, as well as by EU regulations and international treaties on the matter as applicable.
2. With the license granted pursuant to article 4 of the present General Terms and Conditions Agreement, the copy of the software GlueSync is not sold to the Customer, which remains MOL017’s exclusive property, but only a right to use the Application is granted within the limits provided therein.



3. The Application provided to the Customer and any improvement, integration, modified version or update provided by MOL017, as well as the related copyrights, patents, commercial information, know-how, trademarks and any other intellectual or industrial property right are MOL017's and/or its assignors' exclusive property.
4. The Application and every part or element of it, the interactive functions, the design, the script and the graphics (including, by way of example, every image, icon, photograph, animation, video, music, text) and all documentation of any nature relating to the Application are and remain MOL017's and/or its assignors' exclusive property.
5. The Customer declares and recognizes that the logos, denominations and any other distinctive signs identifying the Application and its related trademarks and copyrights are MOL017's and/or its assignors' exclusive property and any use of the same without a written consent given by the legitimate owners is forbidden.
6. In the case of licenses provided by third parties through MOL017, the Customer acknowledges having read them and undertakes, assuming the commitment also for the Users pursuant to art. 1381 of the Italian Civil Code, to use the software to which they refer in the manner indicated therein and exclusively for the purposes related to the use of the Application. The Customer declares to be aware of the fact that such licenses exist between the Customer and the third parties' holders of copyright rights and undertakes, assuming the commitment also for the Users pursuant to art. 1381 of the Italian Civil Code, to accept and comply with the terms of the licenses mentioned above.
7. The Customer acknowledges that the Application contains and/or requires the use of open source components and/or applications, of which the list is always available on the website [www.gluesync.com](http://www.gluesync.com), and therefore undertakes, assuming the commitment also for the Users pursuant to art. 1381 of the Italian Civil Code, to comply with the terms and conditions applicable to the use of such components and/or open source applications.

## **Art. 6 – Setup and Application's implementation**

1. The Customer is required to independently provide hardware and software resources necessary for the Application's use that are not included in the license fee, assuming in this regard all responsibility for their functionality and correct setup.
2. To consent the execution of the Professional Services aimed at setup and implementation of the Application, the Customer undertakes to have IT and ICT Systems equipped with the Minimum System Requirements.
3. In the event the Customer requests specific consulting for the preliminary project planning of the Application's setup in the architecture of its own IT and ICT Systems, the Customer undertakes to indicate, by filling in the Sizing Questionnaire, the specific characteristics of such Systems, as well as the needs, goals, traffic volumes and any other information it intends to achieve with GlueSync's use, making available to MOL017 all the material and information requested and assuming all responsibility in case of errors reported on the material supplied. In that case, MOL017 undertakes to conclude the Professional Services aimed at setup and implementation of the Application within the deadline indicated in the Economic Offer, which



in any case starts from the complete availability of the material and information referred to in the previous paragraph. Where MOL017 requests additional materials and/or information from the Customer, the aforementioned deadline remains suspended until the Customer fulfills the request.

4. MOL017, once the Agreement has been completed and the payment for the GlueSync's grant of license fee has been received, sends an e-mail to the address indicated by the Customer in the Order Form a message containing the contractual documentation, the instructions to download the Application from the website *www.gluesync.com* and the license key to proceed with the activation of the license. Upon initialization, the Application requests the Customer to enter the license key in the software's setup file and then activates automatically the license purchased by the Customer, downloading all information related to it, including its expiration date.
5. Unless otherwise agreed to, in written form, in the 30 (thirty) days following the activation date, MOL017 will carry out the Corrective Maintenance under warranty relative to "bugs" and/or "hidden" defects, i.e. malfunctions that could not be detected using the average professional diligence, meaning for these, in any case, all the circumstances in which the Application won't be able to correctly run and provide the functionality explicitly indicated in the documents of software's and/or technical specifications' requirements, without prejudice to the exclusions and limitations of the warranties referred to in the following article 11 of the main General Terms and Conditions Agreement.
6. In the event the Customer has requested specific consulting for the preliminary project planning of the Application's setup in the architecture of its own IT and ICT Systems, the integration and the GlueSync's match with the Databases and the correct function of the Application are conditional on maintaining the architecture of the IT and ICT Systems analyzed and mapped by MOL017 in the performance of the Professional Services based on the information provided by the Customer by filling in the Sizing Questionnaire. The Customer acknowledges and recognizes that any successive modification made to the hardware and/or software of such Systems, could cause problems in the Application's functionality making it impossible to use the Application, necessarily requiring the re-installation/re-configuration in the architecture of the IT and ICT Systems on the basis of a new Economic Offer.

## **Art. 7 – Suspension of the Services for the Application's Evolutionary Maintenance, updating, new functionalities and versions**

1. The Application's function may be suspended for technical reasons and/or for Evolutionary Maintenance interventions, upon notice sent by MOL017 to the Customer.
2. The Evolutionary Maintenance will be provided through the methods MOL017 deems most appropriate from time to time, such as sending patches that may be installed on the Application or new versions of the Application that shall replace the previous one. Unless otherwise indicated by MOL017, the Customer shall request for support to MOL017 for the installation of updates and new features and/or new versions of the Application, in order to





continue using the Services regularly.

3. The user may update the Application for free in order to take advantage of the service, including: the availability of bug patches and updates, as well as to comply with any legal requirements. The Customer agrees to, assuming the commitment also for the Users pursuant to art. 1381 of the Italian Civil Code, consent to the download of all updates whether the customer intends to continue using all functionalities of the Application, which may otherwise no longer be operational and/or cease to perform.
4. MOL017 reserves the right to release new features and/or new versions of GlueSync in the future, which will be made available under payment, to ensure optimal function due to the evolution of the software's components integrated or in any case used by the Application. The Customer shall not be obligated to purchase the new features and the new versions, but acknowledges and recognizes that the obsolescence of the purchased version may not guarantee the optimal function of the Application.
5. In any case, it is understood that MOL017 assumes no obligation to continue developing, producing, supporting and/or otherwise improving the Application.

## **Art. 8 – Technical Assistance and Maintenance**

1. If the Customer needs support for the correct and efficient utilization of the Application and/or for the resolution of operational problems that may arise in the use of the Application, they can request Technical Assistance to MOL017, which will provide the service at no cost for the entire duration of the Agreement, without prejudice to a different provision of the Economic Offer and, in any case, to the provisions of paragraph 11 below.
2. All Technical Assistance aimed to solve problems other than those specified in paragraph 1 are provided at a fee indicated in the Economic Offer which is paid previously by the Customer to MOL017 or agreed later between the Parties.
3. If the Customer finds an Application's malfunction (bug) due to software defects, they can request a Corrective Maintenance to MOL017. The interventions of Corrective Maintenance, unless established differently in the Economic Offer and, in any case, without prejudice to the provisions of the following paragraph 11, are free and included in the Application's grant of license fee for a period of 30 (thirty) days from the date of activation. Any further interventions of Corrective Maintenance are provided at a fee indicated in the Economic Offer which is paid previously by the Customer to MOL017 or agreed later between the Parties.
4. If the Customer needs adaptations of the Application to other programs and operating systems (for example, to consent its use with subsequent versions of operating systems and its functionality with new computer programs) or intends to further and/or requires different needs compared to those indicated in the Sizing Questionnaire, can request Adaptive Maintenance to MOL017 which will analyze the Customer's request and evaluate its feasibility. All modifications required in Adaptive Maintenance are provided at a fee indicated in the Economic Offer which is paid previously by the Customer to MOL017 or agreed later between the Parties.
5. If the Customer has the requirement to make custom use of the Application and/or make



changes, they can request Extraordinary Assistance to MOL017 which will analyze the Customer's request and evaluate its feasibility. Extraordinary Assistance is provided at a fee indicated in the Economic Offer which is paid previously by the Customer to MOL017 or agreed later between the Parties.

6. The activities of Technical Assistance, Corrective/Adaptive/Evolutionary Maintenance and Extraordinary Assistance provided by MOL017 in execution of the Agreement do not include the assistance for the installation of hardware components in use by the Customer or the solution of errors due to their malfunction.
7. The Customer is required to submit the request of Technical Assistance exclusively through the specific web-ticketing service available 24/7/365 on the website *www.gluesync.com*, using the login credentials communicated by MOL017 confidentially at the moment of the Application's grant of license activation and describing in detail the problem encountered.
8. The Customer's requests of Technical Assistance, Corrective and Adaptive Maintenance and Extraordinary Assistance will be evaluated by MOL017's staff during normal working-office hours, requesting further explanation and/or clarification to the Customer and will notify them if the intervention requested is included in the Application's grant of license fee or if it is subject to payment. In the latter case, the amount to be paid to MOL017 shall be communicated to the Customer and the intervention shall be performed only after consent is given by the Customer and upon previous payment of the amount due to MOL017.
9. Without prejudice to compliance with the service levels (SLA) possibly foreseen in the Economic Offer and without prejudice, in any case, to the provisions of article 11, paragraph 18, of the main General Terms and Conditions Agreement, the Customer acknowledges and accepts that the interventions of Technical Assistance, Corrective, Adaptive Maintenance and Extraordinary Assistance by MOL017 will take place with variable timing based on the following criteria: a) type of intervention requested; b) order of arrival of the request for intervention; c) priority nature of the request for intervention. MOL017 also reserves the right to schedule Corrective Maintenance interventions by incorporating them into a certain number of releases during the year.
10. With the request of Technical Assistance and/or Corrective Maintenance and/or Adaptive Maintenance and/or Extraordinary Assistance addressed to MOL017, the Customer:
  - a) undertakes to make available to MOL017 and/or to any companies by the latter appointed the access to hardware resources or to the network or rather to the systems where it is necessary to intervene;
  - b) undertakes to provide all specifications and information requested by MOL017 and/or by any companies by the latter appointed, in order to allow the correct and swift execution of the requested intervention;
  - c) declares to be aware that the intervention may entail a degree of risk, even high, for the integrity of the Contents entered and/or processed by the Users through the Application, accepting, now and thereafter, to take charge of it;
  - d) undertakes, now and thereafter, to obtain, before the intervention's execution, a complete backup copy of the Contents.
11. In all cases in which the intervention of Technical Assistance and/or Corrective Maintenance and/or Adaptive Maintenance and/or Extraordinary Assistance requires on-site access to



Customer's premises or in any case cannot be carried out remotely on MOL017 premises, the latter will charge the Customer for travel and travel-related expenses as established in the Economic Offer.

## **Art. 9 – Fees and Terms of payment. Delay or non-payment**

1. The Service's fees and the method of payment are described in the Economic Offer. Unless otherwise specified in the Economic Offer, the payment of the fees due for the Services must be made by the Customer while the Order Form is sent and in any case before the Service's activation.
2. In the event that, for any reason, the payment of the Service's fees is not valid or is revoked or cancelled by the Customer, or rather is not performed, confirmed or credited in benefit of MOL017, the latter reserves the right to suspend and/or interrupt immediately the activation and/or the Service's supply if already activated.
3. The Customer is required to pay the full annual license fee even in the case of non-use of the Application or of its use with a number of NoSQL database CPUs inferior to those indicated previously.
4. Except as established by articles 14, paragraph 5, and article 15, paragraph 3 of the main General Terms and Conditions Agreement, in case of termination of the Agreement earlier than its natural expiration, from any determined cause, the Customer has no right to have back the annual fee (or any portion thereof) paid to MOL017 for the Application's grant of license.
5. In case of Agreement's renewal, the Service's fee may be adjusted based, for instance, on the ISTAT index relating to the consumer price index for families of workers and employees ("FOI" index) referring to the previous year to the one in which the update takes place. It is the Customer's express and exclusive responsibility to pay the fee for the renewal of the Application's grant of license on time in order to guarantee its function's continuity and, in any case, before it is deactivated due to non-payment, considering to this end also the payment processing.
6. Non-payment or delay of payment by the Customer of the agreed amount entails the faculty to MOL017 to charge the Customer, without the need of a formal notice, of passive interests calculated pursuant to the Legislative Decree n. 231/2001 and to suspend immediately the Service's provision or to make use of the express termination clause referred to in article 16 of the main General Terms and Conditions Agreement, giving notice to the Customer through legal mail or registered letter with return receipt ("A/R").
7. The Customer expressly renounces to propose any objection and/or dispute against MOL017 without having first fulfilled his payment obligations pursuant to this article.



## **Art. 10 – Obligations and Prohibitions for the Customer. Customer's Liability and indemnity. Penalty**

1. The Customer intends to use the Application as part of its business, craft, commercial or professional activity, recognizing, therefore, that the consumer protection law does not apply.
2. The Customer undertakes to ensure that the provisions of the Agreement are respected by each User and, in general, by its employees and/or collaborators. The Customer is considered to be solely responsible for the work of these subjects and guarantees compliance with all applicable laws, including those relating to personal data protection. The requirement to comply with all obligations and prohibitions set out in this article is therefore explicitly assumed by the Customer and all its Users pursuant to art. 1381 of the Italian Civil Code and the Customer will then be subject to consequent liability and indemnity even in the event of non-compliance by the Users themselves.
3. The Customer is obligated to use the Application exclusively for the internal purposes of its own activity in compliance with the principles of good faith and correctness, avoiding to make use of for purposes of illicit or fraudulent activities.
4. The Customer is obligated to use the Application in accordance with the instructions contained in the User Manual and only through the tools authorized by MOL017. The User Manual may be updated and is always available on the website [www.gluesync.com](http://www.gluesync.com). It is the Customer's responsibility to refer to the updated version of the User Manual, which may differ from the one previously available to the Customer at the time the Agreement was signed.
5. With reference to the Application's use, the Customer undertakes the following:
  - a) not perform or have third parties not authorized by MOL017 perform technical interventions on the Application's software and on other software owned by MOL017 or by its assignors that are integrated in the Application or anyway used by the Application;
  - b) not spread computer viruses, malware or similar applications;
  - c) not take actions that could inhibit, overload, compromise or disturb the correct functionality or aspect of the Application;
  - d) not behave in a way that could violate intellectual property rights or the legislation on privacy and personal data protection;
  - e) and in any case, respect all current laws.
6. Database contents are owned by the Customer and are intermediated by GlueSync exclusively to provide Application functionality. The Customer acknowledges and recognizes that MOL017 does not store data and information from the Databases intermediated by the Application, does not control contents and activities carried out by the Users through the Application and is not subject to any surveillance of the information transmitted through the Application, nor required to actively search facts or circumstances that indicate the presence of third parties' rights violation.
7. Regarding operations carried out by the Application, the Customer acknowledges and accepts that only the Application's LOG will be valid, which the Customer undertakes to keep for the



entire duration of the Agreement.

8. The Customer is required to keep and preserve under its sole responsibility the license key and the login credentials to access the web-ticketing service available on the website *www.gluesync.com*, acknowledging that sharing credentials to third parties could allow these subjects to access the services in the Customer's name and to become aware of previous requests and information sent by the Customer to MOL017 through the web-ticketing service. Pursuant to art. 1381 of the Italian Civil Code, the Customer agrees to keep with utmost confidentiality license keys and credentials for accessing the web-ticketing service and not divulge or transfer to third parties, furthermore Customer is responsible for the custody of the same also in relation to the responsibilities and indemnity obligations provided in the paragraph 10 of the present article.
9. It is also expressly forbidden for the Customer to:
  - a) assign the Agreement to third parties;
  - b) grant sublicenses, sell, transfer, distribute, lend, rent or lease, commercialize, assign or grant rights of any kind in relation to the Application in whole or in part to any third party;
  - c) bypass or evade any technological protection measures present in the software integrated in the Application;
  - d) copy, modify, translate, adapt, rework, divide, disassemble, decrypt the software of the Application or other software owned by MOL017 or by its assignors that are integrated in the Application or in any case used by the Application or perform reverse engineering activities or similar activities relating to such software to obtain or attempt to obtain the Application's source code and/or other codes;
  - e) separate software components of the Application to use them on different devices;
  - f) incorporate and/or connect the Application, in whole or in part, in/with other programs;
  - g) develop products or software applications based on the Application or that make use of it in any way;
  - h) alter, copy or remove images, symbols, logos, trademarks, names or any other confidential information owned by MOL017 contained in the Application;
  - i) develop, produce or commercialize a software that is substantially similar to the Application in its expressive form and/or perform any other activity that violates MOL017's copyright on the processing, modification or transformation of the licensed software.
10. The Customer is exclusively responsible, under a civil and criminal point of view, for the activities carried out through the use of the Application and agrees to keep MOL017 exempt from responsibility and economically undamaged from any compensation's liability towards third parties deriving from the Agreement's breaches or in any way connected to the anomalous, illicit or illegal use of the Application by the Customer or Users, as well as to indemnify MOL017 of all direct and indirect damages caused to the latter as a result of the activity carried out through the Application (damages deriving, by example, from complaints, lawsuits, governmental or administrative actions, losses, interruption and suspension of services, etc.).
11. The violation of the obligations and of the prohibitions set out in this article constitutes, also from a point of view of mere attempt, a hypothesis of serious breach of the main Agreement and gives MOL017 the right to terminate the agreement pursuant to article 16 of the General



Terms and Conditions Agreement and anyway to suspend or immediately interrupt the Customer's access to the Application, as well as to protect itself before the competent authorities.

12. In case of breach of even only one of the obligations and of the prohibitions set out in this article, the Customer will be required to pay MOL017 for each breach, as a penalty pursuant to art. 1382 of the Italian Civil Code, an amount equal to the triple of the license fee for the use of the Application due for the year in which the breach occurred, without prejudice to MOL017's right to obtain indemnity for the greatest damage. The Customer acknowledges and expressly declares that the amount of the penalty referred to in this paragraph is congruous and not manifestly excessive.

## **Art. 11 – MOL017's Obligations. Exclusion and limitation of warranties. Liability's limitations**

1. If required, MOL017 will perform its service with highly qualified personnel and strive to maintain the efficiency of the Services offered. MOL017 will provide the User all the technical specifications to be able to access the Services themselves.
2. All obligations assumed by MOL017 under the Agreement constitute obligations of means and not of result and do not guarantee that the Services purchased by the Customer are perfectly suited to particular purposes or in any case to the needs of the same. MOL017 makes no express or implied warranties on the fact that the Application has features and/or functions different and additional than those described in the Economic Offer.
3. To the maximum extent allowed by law, MOL017 does not guarantee that the Application is totally free from defects, nor that the Services offered to the Customer are constantly available, timely and uninterrupted.
4. The warranties relating to the Services offered by MOL017 are intended as provided and limited to the compatibility of the Application with the Customer's Databases, programs and/or internet connection systems existing on the date of activation of the license, excluding any type of warranty of MOL017 regarding the correct function of the hardware and software systems external to the Application used by the Customer and in any case not owned by MOL017.
5. Remains excluded any MOL017 warranty for failure in the license's activation and/or for the lack in obtaining the Application's functionality or for its malfunctions that are caused by:
  - the impossibility, of any determined cause, to deliver to the e-mail address indicated by the Customer at the Order Form the message containing the contractual documentation, the instructions to download the Application from the website [www.gluesync.com](http://www.gluesync.com) and the license key to proceed with the activation of the license;
  - the insufficiency, inaccuracy, incompleteness or incorrectness of the data and technical specifications approved by the Customer;
  - changes in the hardware and software resources non provided by MOL017, or from their malfunctions, or from their incorrect use, or from programs' or hardware changes that have not been made by MOL017, or from the latter expressly authorized, or in any case by



- causes not dependent on MOL017;
  - the Application's improper use by the Customer or staff or third parties;
  - willful misconduct or gross negligence of the Customer or staff;
  - previous technical interventions on software, applets, PCs, servers, networks, network systems, accessory services on which depends the Application's function carried out by personnel not authorized by MOL017;
  - the Users' incorrect operations, by the non-compliance with the instructions on the use or on the correction of errors provided by MOL017 or by the failure in the installation of patches or new releases that MOL017 has indicated as necessary to avoid malfunctions of the Application.
6. Except in the case of willful misconduct or gross negligence, MOL017 is not liable in any way shape or form for damages directly or indirectly caused to the Customer by the provided Services, by any temporary or permanent interruption in the provision of the Services, by any modification that MOL017 may make to the Services offered.
  7. Except in the case of willful misconduct or gross negligence, MOL017, the services providers, commercial partners, subjects who carry out activities for any reason in the name and/or on behalf and/or in the interest and/or in charge by MOL017, will not be liable for direct or indirect damages (including, for example but not limited to, damage to hardware and/or software, profit's loss, business interruptions, loss of programs or information or other economic losses) suffered by the Customer for delays in the development of the activities foreseen in the Economic Offer or for errors contained therein that are attributed to the Customer's lack of response and/or collaboration related to software functionality problems or to the failure or delay in delivering the material requested, also via email, such as databases, information, texts, photos, logos, data, etc., or for the lack of/or incorrect communication by the Customer relating to objectives, traffic volumes and other needs to be reached through the Application.
  8. Except in the case of willful misconduct or gross negligence, MOL017, service providers, commercial partners, subjects who carry out activities for any reason in the name and/or on behalf and/or in the interest and/or in charge of MOL017, won't be liable for direct or indirect damages (including, for example but not limited to, damage to hardware and/or software, profit loss, business interruptions, loss of programs or information or other economic loss) at the Customer's expense derived from the installation and/or use and/or the impossibility to use the Application or of any activity made available on or accessible with the Application.
  9. Except in the case of willful misconduct or gross negligence, MOL017 and its subjects who carry out for any reason in the name and/or on behalf and/or in the interest and/or in charge of MOL017, the Technical Assistance and Maintenance interventions referred to in article 8 of the main General Terms and Conditions Agreement won't be liable for any damages, direct or indirect, of any nature or any kind, suffered or to be suffered by the Customer for or due to such interventions which, by example, total or partial loss or damage of data and/or information and/or contents entered and/or processed by the Customer itself through the Application. In any case, the Customer hereby releases MOL017 from any and all liability for technical errors in the intervention which derive from incorrect or inaccurate technical indications provided by the Customer and/or by subjects by the latter appointed or from the complexity of the interaction of the IT tools on which the intervention is carried out.



10. Except in the case of willful misconduct or gross negligence, MOL017 cannot be considered responsible for non-fulfillment of its own obligations that comes from causes beyond of its foreseeable control or from causes of force majeure, such as by example but not limited to: fire, explosion, earthquake, volcanic eruptions, landslides, cyclones, storms, floods, hurricanes, avalanches, war, popular uprisings, riots, strikes, pandemics and any other unpredictable and exceptional cause that prevents MOL017 to provide the agreed service also for reasons attributable to MOL017's suppliers.
11. MOL017 assumes no responsibility regarding any direct or indirect damages (including, by example but not limited to, damage to hardware and/or software, profit's loss, business interruptions, loss of programs or information or other economic losses) resulting to the Customer from incorrect or insufficient knowledge of the Application and/or from the inability to use it or from its intended use through tools that were not authorized by MOL017 and/or discrepancies from the instructions reported in the User Manual or in any case resulting from an incorrect use of the Application by the Users.
12. MOL017 assumes no responsibility regarding any direct or indirect damages (including, for example but not limited to, damage to hardware and/or software, profit loss, business interruptions, loss of programs or information or other economic losses) at the Customer's expense derived from malfunctions, lack of use and/or misuse of the Application attributable to malfunctions of the hardware and software resources of the IT/ICT Systems or of the company's Machinery and Equipment.
13. MOL017 assumes no responsibility regarding any direct or indirect damages (including, by example but not limited to, damage to hardware and/or software, profit loss, business interruptions, loss of programs or information or other economic losses) suffered by the Customer as a result of malfunctions and/or no-use of the Application in the event in which the Customer does not download the updates or does not have the Application's updated version, performing or having third parties, not authorized by MOL017, execute technical interventions on the Application's software and/or on other software owned by MOL017 or by its assignors that are integrated in the Application or in any case used by the Application.
14. MOL017 assumes no responsibility regarding any direct or indirect damages (including, for example but not limited to, damage to hardware and/or software, profit loss, business interruptions, loss of programs or information or other economic losses) suffered by the Customer as a result of malfunctions and/or non-use of the Application in the event in which the Customer modifies the hardware and/or software resources of the IT/ICT Systems included in the Economic Offer, as well as in the case of tampering or interventions made on such Systems by the Customer and/or by third parties not authorized by MOL017 that compromise the integration and/or compatibility of the Application with the Databases.
15. The Customer acknowledges and accepts that the Application allows to replicate the contents from a SQL Database from and to a NoSQL Database connected to each other by a network connection within the IT System, in the absence of which the Application is not able to perform the bidirectional and real-time synchronization of data between the two types of databases. MOL017 declines any and all responsibility for the lack of functionality and usability of the Application in the event that, for any reason, the network connection between the SQL and NoSQL Databases is missing resulting in the inability to exchange data.
16. MOL017 in no case shall be held responsible for any direct or indirect damage, cost, loss





and/or expense the Customer and/or third parties may suffer as a result of computer attacks, hacking activities and, in general, illegal and not authorized access by third parties to the Application, Contents, IT/ICT Systems and, in general, to the IT systems of the Customer or MOL017 and/or its suppliers, from which the following consequences may arise, without claiming to be exhaustive: (i) total or partial non-use of the Application and/or the Contents; (ii) loss, cancellation, corruption or failure in storing the Contents and/or other data owned or otherwise available to the Customer; and (iii) IT/ICT Systems' damage.

17. The liability of MOL017 for the Application's defects and malfunctions, where not excluded in accordance with the preceding paragraphs, is in any case limited exclusively to the restoring of the correct function of the Application.
18. The Parties agree that, in the event of malfunctions of the Application for which the warranties and liability of MOL017 are not excluded or limited pursuant to the above paragraphs, the same cannot be in any case invoked and asserted by the Customer if the Application is restored by MOL017 in its correct functionality within 5 (five) working days from the Customer's notification, whom, therefore, renounces to make any claim against MOL017 for any damage deriving from the Application's malfunctions that are restored within the aforementioned 5 (five) working days.
19. In any case, without prejudice to the provisions of article 9, paragraph 7 of the General Terms and Conditions Agreement, the Parties agree that the damage caused to the Customer that might be compensated by MOL017, cannot exceed the annual fee paid by the Customer for the Application's grant of license, remaining excluded any other indemnity or compensation to the Customer for direct or indirect damages of any nature and of any kind.

## **Art. 12 – Service's suspension**

1. Without any unquestionable judgement to the application of the express termination clause referred to in the following article 16 of the General Terms and Conditions Agreement, MOL017 reserves the right, at its sole discretion and without considering that the exercise of such faculty shall be contested as non-fulfillment or breach of the Agreement, to limit or interrupt the provision of the Services to the Customer without prior notice and without anything being due by MOL017 to the Customer for the period of non-utilization, if:
  - a) the Customer defaults or breach even one of the provisions contained in the Agreement;
  - b) the Customer omits to reply, in whole or in part, any MOL017's requests and anyway its behavior is such to generate the founded and reasonable alarm that the Customer will default on the Agreement or be responsible for one or more breaches of its provisions;
  - c) there are founded reasons to believe that the Applications is being used by not authorized third parties and in any other case, even if only suspected, of anomalous, fraudulent or illicit use of the Application itself;
  - d) there are cases of force majeure or circumstances which, at the sole discretion of MOL017, require to carry out emergency interventions or related to the resolution of safety problems or to a danger for the entire network and/or for people or things: in this case, the Application's function will be restored when MOL017, at its discretion, has assessed that the causes that had determined its suspension/interruption had ceased or have actually



- been removed and eliminated;
- e) the Customer is involved, for any reason, in any judicial or even extra-judicial dispute of a civil, criminal or administrative nature associated to acts and behaviors carried out through the Application or the Services relating to it;
  - f) the Customer uses the Application through defective or non-approved equipment or with malfunctions that may damage the network's integrity;
  - g) required by the Judicial Authority.
2. In the case of a Customer-caused suspension of the Services, MOL017 reserves its rights to seek damages.

## **Art. 13 – Confidentiality**

1. The Customer agrees, now and thereafter, to not disclose or make available to third parties Confidential Information included or managed in relation to the execution and/or application of the Agreement in the absence of MOL017's specific written consent.
2. The Customer acknowledges and is aware that the Application contains secret information of MOL017 and/or of its assignors – including, for example, related source code, any information regarding code and/or the logical structure of the Application and/or on the techniques and methodologies incorporated in it or on which it is based – and, without prejudice of the prohibitions set in article 10 of the General Terms and Conditions Agreement, the Customer undertakes, assuming the commitment also for the Users pursuant to art. 1381 of the Italian Civil Code, to keep confidential and not to disclose the aforementioned information to third parties, without the prior written consent from MOL017.
3. Unless otherwise required by a legal obligation, MOL017 agrees to not share or communicate to third parties the Contents or other data/information owned by the Customer, of which it may become even accidentally aware during the maintenance interventions and any of the Application's implementation, without prejudice to the provisions of article 21, paragraph 3 of the General Terms and Conditions Agreement.

## **Art. 14 – Duration of the Agreement. Withdrawal and renewal**

1. The Agreement will be effective for the same period of duration of the Application's grant of license pursuant to article 4, paragraph 5 of the main General Terms and Conditions Agreement.
2. Within 15 (fifteen) days from the date of activation of the Application's grant of license, the Customer has the faculty to withdraw from the Agreement without costs and penalties and to ask the amount paid for the license fee back, giving notice to MOL017 exclusively by legal mail or registered letter with return receipt ("A/R"). The withdrawal communicated by the Customer in other forms and/or after the deadline indicated in the previous period is ineffective and does not give the Customer any right to ask back the amount paid for the Application's grant of license fee, remaining in this case the Agreement producing its effects



until its natural expiration.

3. MOL017 reserves the right to withdraw from the Agreement at any time and without the obligation of explanation of its reasons, by giving written notice to the Customer through legal mail or registered letter with return receipt ("A/R") within 15 (fifteen) days of purchase date.
4. MOL017 reserves the right to withdraw from the Agreement with immediate effect if:
  - a) events due to force majeure occur;
  - b) the Customer is registered in the protests' list, has been declared insolvent, has been admitted or subjected to an insolvency procedure.
5. In the event in which MOL017 exercises the right of withdrawal referred to in paragraphs 3 and 4 above, the Customer will be entitled to a partial refund of the annual fee paid to MOL017 for the Application's grant of license that will be calculated on a pro-rata basis, i.e. proportionally to the fraction of the year following the effective day of MOL017's withdrawal, with the exclusion of any other further indemnity or compensation.
6. As the expiration date of the Application's grant of license is approaching, the Customer receives an expiration notice through the software system logs and by e-mail to the e-mail address indicated in the Order Form or subsequently communicated by the Customer to MOL017. From the expiry date of the Application's grant of license, the Customer has a period of 15 (fifteen) days to request the renewal of the license itself and pay the relative fee. After this deadline elapsed without the Customer having requested the renewal of the license and paid the relative fee, the Application ceases to work.

## **Art. 15 – Unilateral modifications of the Agreement**

1. The Customer acknowledges and recognizes that the software components integrated in the Application or in any case used by the Application are characterized by constantly evolving technology and, for this reason, MOL017 reserves the right to modify the Application's technical characteristics for the better, guaranteeing to the Customer the same functionality.
2. MOL017 reserves the right to unilaterally and at any time modify the General Terms and Conditions Agreement or the amount of the annual fee for the Application's grant of license and/or for the other Services, as well as the terms and conditions of their performance, upon previous communication of the change to the Customer in which it will also be indicated the effective date of the new economic and/or contractual conditions.
3. Within 15 (fifteen) days of the receipt of the communication referred to paragraph 2 above, the Customer has the right to withdraw from the Agreement, giving notice to MOL017 exclusively by legal mail or registered letter with return receipt ("A/R"), with effect from the date indicated by MOL017 for the entry in force of the new economic and/or contractual conditions.
4. In the absence of exercising the right of withdrawal by the Customer in the terms and conditions indicated above, the unilateral changes introduced by MOL017 will be considered definitively accepted by the Customer and the Agreement thus modified will produce its effects until its natural expiration with every consequent obligation for the Customer, who – in the event of increase in the fee for the Application's grant of license – Customer will not be required to pay MOL017 the supplement to the license's annual fee calculated on a pro-rata



basis, i.e. applying the new economic conditions proportionally to the fraction of the year following the effective day of their variation. New pricing terms will go into effect at termination of contract with Customer.

## **Art. 16 – Express termination clause**

1. MOL017 reserves the right to declare the contract terminated pursuant to article 1456 of the Italian Civil Code with a simple communication to be sent to the Customer by legal mail or registered letter with return receipt (“A/R”) in the cases of non-fulfillment by the Customer himself even of one of the obligations assumed pursuant to articles 4 (GlueSync’s Grant of License), 5 (Intellectual Property Rights. Third Parties Contents), 9 (Fees and Terms of payment. Delay or non-payment), 10 (Obligations and Prohibitions for the Customer. Customer’s liability and indemnity. Penalty) and 13 (Confidentiality) of the General Terms and Conditions Agreement;
2. In the event of termination of the contract, MOL017 will interrupt the Service’s provision, without prejudice to its right to receive the fees for the contracted Services even if not fully used by the Customer, as well as to compensation for all directly or indirectly damages suffered as a result of the Customer’s default.

## **Art. 17 – Tolerance**

1. The lack of objection to the Customer of behaviors that constitutes a breach of the Agreement’s provisions cannot in any case be interpreted as MOL017’s waiver of the rights deriving from the violated contractual provisions, nor as a waiver of the right to request their exact fulfillment. The eventual MOL017’s inertia in exercising or enforcing any right or clause of the Agreement does not constitute a waiver of such rights or clauses.

## **Art. 18 – Governing Law and jurisdiction**

1. The Agreement is governed exclusively by the Italian law.
2. All disputes that may arise between the Parties regarding the interpretation and execution of the Agreement will be devolved to the sole and exclusive jurisdiction of the Court of Pordenone, with express waiver of the Parties to refer to other courts, without prejudice to any mandatory exclusive competence provided by law.
3. In case of purchase of the Application’s grant of license by e-commerce made available on the website [www.gluesync.com](http://www.gluesync.com), for the resolution of disputes regarding the interpretation and execution of the Agreement, the Parties may also appeal to out-of-court settlement bodies pursuant to art. 19 of the Legislative Decree n. 70/2003.



## Art. 19 – Language

1. The Customer acknowledges and accepts that the only valid and effective version of the Agreement is the one in Italian, while the other versions provided by MOL017 in any other foreign language are made available exclusively as a courtesy and without prejudice to the fact, that, in case of conflict, the Italian version will prevail over the foreign one.

## Art. 20 – Personal Data Protection

1. In providing the Services, MOL017 will process the Customer's and third parties' personal data in compliance with the current legislation on the matter.
2. The processing of the Customer's personal data communicated to MOL017 for the purpose of the Agreement's stipulation and the subsequent provision of the Services will take place in accordance with the privacy policy given by MOL017 during the registration and in force of the processing of personal data's consent expressed in that moment by the Customer itself.
3. MOL017 in the phases of collecting, processing and managing data necessary for the Service's provision is deemed an independent data controller in accordance with the roles' definitions described in the Legislative Decree n. 196/2003 and in the EU Regulation 2016/679.
4. The Customer, with reference to the third parties' data entered and/or processed by itself during the order and/or use of the Service, declares to have previously provided them with adequate information pursuant to article 13 of the EU Regulation 2016/679 and to have acquired their consent for the processing. It is in any case understood that the Customer acts, regarding such data, as an independent data controller – without MOL017 assuming in any way the role of Data Protector pursuant to articles 28 and 29 of the EU Regulation 2016/679 – and exclusively assumes all obligations and responsibilities connected to it, releasing MOL017 from any disputes, claims or other that may come from third parties in reference to such hypothesis of processing.

## Art. 21 – Final Provisions

1. The Agreement cancels and replaces any other previous understanding that may have occurred between MOL017 and the Customer regarding the same object and constitutes the final and integral manifestation of the agreements concluded between the Parties on this subject. No modification, apostille or clause in any case added to the Agreement will be valid and effective between the Parties, unless specifically and expressly approved in writing by both. In case of particular agreements with the Customer, these shall be defined in writing and will constitute an addendum to the Agreement.
2. If the competent Judicial Authority ascertains the invalidity and/or ineffectiveness, total or partial, of one or more clauses of the Agreement, this will not result in the invalidity of the



others, which must be considered valid and effective.

3. The Customer authorizes and accepts that MOL017 may communicate to third parties and/or disclose in any way the data relating to the Agreement (such as, by example and not limited to, the object, the duration, name of the Customer) and enter the Customer's name and its logo in presentations or other promotional material as a commercial reference for the promotion of its own products or services.

## **Art. 22 – Notices to the Customer**

1. All communications to the Customer relating to the Agreement may be made by MOL017 by hand, by mail, legal or not, by registered letter with return receipt ("A/R"), ordinary post or by fax to the addresses and/or contact details indicated by the Customer in the Order Form and, consequently, the same will be considered known by them. Any changes in the Customer's addresses and contact details, including the mail indicated in the Order Form, not communicated in advance to MOL017 will not be opposable to.

## **Art. 23 – Ultractivity**

1. This clause and the other clauses of the main General Terms and Conditions Agreement listed below, as well as the provisions set out in the documents to which these clauses refer will continue to be valid and effective between the Parties even after the termination of the Agreement to any causes due and to any attributable party:
  - article 1 (Definitions);
  - article 4 (GlueSync's grant of license);
  - article 5 (Intellectual Property Rights. Third Parties Contents);
  - article 10 (Obligations and Prohibitions for the Customer. Customer's liability and indemnity. Penalty);
  - article 11 (MOL017's Obligations. Exclusion and Limitation of warranties. Liability's limitations);
  - article 13 (Confidentiality);
  - article 18 (Governing Law and jurisdiction);
  - article 21 (Final Provisions);
  - article 22 (Notices to the Customer).

FOR ACCEPTANCE

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Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the undersigned Customer declares to have carefully read and specifically approves the agreements contained in the



following articles of the main General Terms and Conditions Agreement: article 7 (Suspension of the Services for the Application's Evolutionary Maintenance, updating, new functionalities and versions), article 9 (Fees and Terms of payment. Delay or non-payment), article 10 (Obligations and Prohibitions for the Customer. Customer's liability and indemnity. Penalty), article 11 (MOL017's Obligations. Exclusion and Limitation of warranties. Liability's limitations), article 12 (Services' Suspension), article 14 (Duration of the Contract. Withdrawal and renewal), article 15 (Unilateral modifications of the Contract), article 16 (Express termination clause), article 18 (Governing Law and jurisdiction), article 22 (Notices to the Customer).

FOR SPECIFIC ACCEPTANCE OF THE CLAUSES MENTIONED ABOVE

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