

LICENSE FOR USE

Valid Desk

This license for use is between the User (a natural or legal person) and Intesi Group S.p.A.

Valid Desk - henceforth the SOFTWARE - can include components and storage media to it associated, printed material and online or electronic documentation.

By downloading, installing, copying or otherwise using the SOFTWARE, you agree to be bound by the terms of this license. If the User does not accept the terms and conditions of this license, he is not authorized to install and use the SOFTWARE.

The SOFTWARE is protected by international copyright laws, as well as other intellectual property laws and treaties, and is licensed, not sold.

1. GRANT OF LICENSE

(I) The SOFTWARE is licensed under the following conditions:

- The User has the right to install and use the SOFTWARE on a computer for which it has the legitimate use;
- The User can make a back-up copy of the SOFTWARE;
- The User is not authorized to make, except as provided in the previous point, and/or to distribute copies of the Single SOFTWARE or together with other software;
- The User may not under any circumstances, except as provided by law and this license for use, modify the SOFTWARE.

2. DESCRIPTION OF OTHER RIGHTS AND RESTRICTIONS

(I) The User may not remove or alter any copyright notice relating to the SOFTWARE.

(II) The User may not reverse engineer, decompile or disassemble the SOFTWARE, with the exception and only for what expressly permitted by applicable law.

(III) The User may not translate, adapt, transform or modify the SOFTWARE or incorporate it into other software or make it executable within them. If the adaptation, transformation or modification activities are necessary to achieve interoperability with other programs, pursuant to art. 64 *quater* of law 22 April 1941, n. 633, the User agrees to give notice to Intesi Group S.p.A. of these activities before they start, also in order to verify the existence of a more rapid and easier access to the information necessary to achieve interoperability, as well as to indicate the ownership of Intesi Group S.p.A. on the components used.

3. THIRD PARTY RIGHTS

(I) The ownership of some components of the SOFTWARE object of this license is held by third parties:

- Apache License Version 2.0 (<https://www.apache.org/licenses/LICENSE-2.0>)
- <https://www.bouncycastle.org/licence.html>
- <https://www.oracle.com/downloads/licenses/binary-code-license.html>

4. RESOLUTION

(I) Any violation of the clauses of this license of use, will allow Intesi Group S.p.A. to terminate the contract, leaving the other rights unimpaired. In the event of termination, the User is required to destroy all copies in his possession of the SOFTWARE.

(II) In the event of the impossibility of using the SOFTWARE due to causes independent of Intesi Group S.p.A. or in the event that the licenses for the trademarks, logos, components and contents of the SOFTWARE become void, this user license will be automatically terminated and the User must destroy all copies in his possession of the SOFTWARE. In this case Intesi Group S.p.A. does not assume, except for malice or gross negligence, any liability arising from the non-use of the SOFTWARE.

5. COPYRIGHT

(I) All rights relating to the SOFTWARE and copies thereof are the property of Intesi Group S.p.A.

(II) The title and intellectual property rights relating to content that the user can access through the use of the SOFTWARE are the property of their respective owners and may be protected by copyright or other laws and treaties on intellectual property.

(III) Intesi Group S.p.A. reserves all rights not expressly granted by this license.

6. ASSISTANCE TO USERS

The first level assistance will be assured through email support by writing to: support@intesigroup.com

7. EXCLUSION OF WARRANTIES

(I) The User expressly accepts that the use of the SOFTWARE is at his or her own risk.

(II) Intesi Group S.p.A. is exempted from any warranty, including, without limitation, the implied warranties of merchantability.

Furthermore, Intesi Group S.p.A. does not guarantee that the functions contained in the SOFTWARE are suitable for its uninterrupted use or free from defects.

(III) The guarantee waiver contemplated here is to be interpreted according to the applicable law and will be ineffective in the part that should be incompatible with the mandatory provisions of the law itself.

(IV) The SOFTWARE is provided in the state in which it is and maintenance will be performed - if it is necessary - in the provision of "patches".

8. LIMITATIONS OF LIABILITY

(I) Intesi Group S.p.A. is exempt from all liability, compatibly with the provisions of the applicable law, for any damage, direct or indirect, of any kind and species deriving from or connected to the use or non-use of the SOFTWARE.