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Via Caduti di Sabbiano 6/F
40011 Anzola dell'Emilia (BO)
P.I 01735031203

Headquarter: Bologna
Offices: Bergamo | Pisa | Miami USA

T +39 051 736555
F +39 051 736170
sales@axeltechnology.com

Cap. Soc. I.V. € 500.000,00
C.f. P.IVA 01735031203
Reg. Impr. n. 01735031203
R.E.A. n. 369206/BO

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- c. Should You be identified as a **"consumer"** according to Italian CDC ("Codice del Consumo", Italian Consumers' Code, Legislative Decree n° 206, dated 6 September 2005), the exception of clause 55, section 2, lett. a) CDC will apply; therefore the withdrawal right as settled in clause 64 CDC is not assured to the consumer because the object of the Agreement is a service done before the terms as in clause 64, sub-section 1 CDC.
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- 19. ADR.** If a dispute arises in connection with this Agreement, the parties will try in good faith to settle it through mediation conducted by the Online Dispute Resolution Service RisolviOnline and resolved in accordance with its Rules (<http://www.risolvionline.com>). The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. Costs of arbitration, including lawyers' fees, will be allocated by RisolviOnline rules.

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1. Technical Analysis:

- **Product activation and usage monitoring:** Quasar collects data on how many products are activated and in use, as well as the instances of unlicensed product usage. This helps in ensuring software compliance and enhancing security measures.
- **Hardware and Software integration data:** Information related to the hardware IDs and software versions used by the customer, including operational data such as machine IDs and system software serial numbers.

2. Market Analysis:

- **Geographical distribution:** Collects data on the geographical locations of the products to tailor marketing strategies and product distribution plans.
- **Future product activation:** Tracks potential future activations of online software products, aiding in demand forecasting and resource allocation.
- **Subscription potential:** Assesses the market for future subscription-based models by analyzing current software usage and engagement levels.

3. Data Collection Methodology:

- **Data encryption and transmission:** All data transmitted by Quasar is securely encrypted. Data is sent to AXEL TECHNOLOGY’s designated cloud servers, ensuring confidentiality and integrity.
- **Data handling compliance:** The collection, storage, and processing of data are in strict compliance with applicable data protection laws, ensuring that personal data is handled securely.

The use of data collected through Quasar will be subject to the terms of this EULA, including confidentiality and intellectual property provisions. Data collected will be used solely for the purposes specified and will not be shared with third parties except as required by law or as necessary for the functioning of Quasar. More details on Quasar’s personal data usages by AXEL TECHNOLOGY can be found on the attached AXEL TECHNOLOGY Privacy policy, in particular about the collection of statistical data for technical, marketing, and commercial purposes.

21. GENERAL.

a. Entire agreement. This EULA and any other AXEL TECHNOLOGY’s applicable agreement are the entire agreement between you and AXEL TECHNOLOGY relating to the Software Product and it supersedes all prior or contemporaneous verbal or written communications, proposals and representations with respect to the Software Product or any other subject matter covered by this EULA. To the extent the terms of any AXEL TECHNOLOGY policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. In the event of a conflict between the English and Italian version of this EULA, the Italian version shall govern.

b. Headings. Headings under this EULA are intended only for convenience and shall not affect the interpretation of this EULA.

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- c. **Representation.** If you are a business entity, then the individual accepting on behalf of the entity, represents and warrants that you have the authority to act on behalf, that you represent that you are duly authorized to do business in the country or countries where you operate, and that your employees, officers, representatives, and other agents accessing the software are duly authorized to legally bind to this EULA.
- d. **Waiver and Modification.** No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. This EULA may only be modified, or any rights under it waived, by a written document executed by the party against which it is asserted.
- e. **Severability.** If any provision of this EULA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this EULA will not be affected.
- f. **Governing Law.** This EULA will be exclusively governed by Italian law and the European Union laws, without regard to its choice of law principles. The United Nations Convention for the International Sale of Goods shall not apply.
- g. **Forum Choice.** You agree to submit to the exclusive jurisdiction and venue of Court of Milan (Italy) and waive any jurisdictional, venue or inconvenient forum objections to such court.
- h. **Acknowledgement.** You declare and guarantee that this agreement has been read and examined by a legal expert, hence You have total acknowledgement of the juridical effects of the Agreement itself, including any usage of the English language.
- i. **Contact Information.** If you have any questions about this EULA, or if you want to contact AXEL TECHNOLOGY for any reason, please direct all correspondence to: AXEL TECHNOLOGY s.r.l., Via Caduti di Sabbiano 6/F, 40011 Anzola Emilia (BO) - Italy, Taxpayer code and VAT: 01735031203, Phone: +39 051 736555 - Fax: +39 051 736170, or email info@axeltechnology.com.

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(http://www.axeltechnology.com/public/eula/eula_eng.pdf)**

EXHIBIT A-

LIST OF PROVISIONS ACCORDING ARTICLES 1341-1342 ITALIAN CIVIL CODE

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1 - GRANT OF LICENSE

4 – TRANSFER

Axel Technology S.r.L.

Via Caduti di Sabbiano 6/F
40011 Anzola dell'Emilia (BO)
P.I 01735031203

Headquarter: Bologna
Offices: Bergamo | Pisa | Miami USA

T +39 051 736555
F +39 051 736170
sales@axeltechnology.com

Cap. Soc. I.V. € 500.000,00
C.f. P.IVA 017353031203
Reg. Impr. n. 01735031203
R.E.A. n. 369206/BO

axeltechnology.com





STANDARD END-USER-LICENSE AGREEMENT (EULA)



ISO 9001 Certified

DATA: 16/04/2016

REV.: 04

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5 - PROPRIETARY RIGHTS

6 - LIMITATION ON REVERSE ENGINEERING

8 - TERM. CONSUMERS' WITHDRAWAL. AGREEMENT UPDATING

9 - CONSENT TO USE OF DATA

10 - EXPORT

12 - DISCLAIMER OF WARRANTIES

13 - CONFIDENTIALITY

14 - LIMITATION OF LIABILITY.

15 - INDEMNITY

16 - ASSIGNMENT

17 - COMPLIANCE WITH LAWS

18 - APPLICABLE LAW

19 - ADR

20 - COPYRIGHT NOTICES AND LICENSES

21 - GENERAL

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Pagina 8: [1] Formattato **Andrea Michinelli** **5/3/2024 11:33:00 AM**

Nessun elenco puntato o numerato

Pagina 8: [2] ha formattato **Andrea Michinelli** **5/3/2024 11:34:00 AM**

Inglese (Regno Unito)

Pagina 8: [3] ha formattato **Andrea Michinelli** **5/3/2024 11:34:00 AM**

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Pagina 8: [4] ha formattato **Andrea Michinelli** **5/3/2024 11:40:00 AM**

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Pagina 8: [5] ha formattato **Andrea Michinelli** **5/3/2024 11:40:00 AM**

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Pagina 8: [6] ha formattato **Andrea Michinelli** **5/3/2024 11:40:00 AM**

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Pagina 8: [7] ha formattato **Andrea Michinelli** **5/3/2024 11:40:00 AM**

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Pagina 8: [8] ha formattato **Andrea Michinelli** **5/3/2024 11:40:00 AM**

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Pagina 8: [9] ha formattato **Andrea Michinelli** **5/3/2024 11:40:00 AM**

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Pagina 8: [10] ha formattato **Andrea Michinelli** **5/3/2024 11:44:00 AM**

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Pagina 8: [11] ha formattato **Andrea Michinelli** **5/3/2024 11:44:00 AM**

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Pagina 8: [12] ha formattato **Andrea Michinelli** **5/3/2024 11:40:00 AM**

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Pagina 8: [13] ha formattato **Andrea Michinelli** **5/3/2024 11:44:00 AM**

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Pagina 8: [14] ha formattato **Andrea Michinelli** **5/3/2024 11:44:00 AM**

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Pagina 8: [15] ha formattato **Andrea Michinelli** **5/3/2024 11:44:00 AM**

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Pagina 8: [16] ha formattato **Andrea Michinelli** **5/3/2024 11:40:00 AM**

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Pagina 8: [17] ha formattato **Andrea Michinelli** **5/3/2024 11:44:00 AM**

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Pagina 8: [18] ha formattato **Andrea Michinelli** **5/3/2024 11:44:00 AM**

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Pagina 8: [35] ha formattato **Andrea Michinelli** **5/3/2024 11:38:00 AM**

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Pagina 8: [39] ha formattato **Andrea Michinelli** **5/3/2024 11:38:00 AM**

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