

LICENSE AGREEMENT

This document ("Agreement") describes the terms and conditions governing the use of OMNIEasyBI+ software ("eBI+" or "Software"), published by OMNINECS Europe Ltd ("Provider" or "Party"), by the End User ("Licensee" or "Party").

1. PREMISES, ATTACHMENTS AND INTERPRETATIONS

- 1.1. The Software represent an additional application component (add-on) to the IBM Maximo Asset Management® ("Maximo") e IBM Maximo Application Suite® ("MAS") platforms
- 1.2. The Software in any way does not replace the utilization modes of the Maximo and MAS platforms or Licensee's responsibilities in respect to IBM, for which please see <https://www-03.ibm.com/software/sla/sladb.nsf/lilookup/63CEE60490EF5F88852582D3004FCBAE?OpenDocument>
- 1.3. The foregoing and any Attachments form an integral part of this Agreement.
- 1.4. In the event of a conflict of interpretation between the provisions of this Contract and those contained in the relevant attachments, if any, the provisions of the Contract shall prevail.
- 1.5. Nothing in this Agreement shall affect any rights granted hereunder or any provision of any law applicable to this Agreement that cannot be limited or waived by the Parties' common will by contract. In the event of any conflict between the terms of this Agreement and the mandatory provisions of the law applicable to this Agreement, the latter shall prevail, so that conflicting provisions shall be deemed to be superseded by other provisions in accordance with such law, which in any event reflect as closely as possible the original intentions of the Parties as expressed in this Agreement

2. LICENSE TERMS

- 2.1. The Provider grants the Licensee a free, non-exclusive, license to use the copies of the Software.
- 2.2. The user license granted by the Provider to the Licensee authorizes the Licensee to reproduce the Software permanently or temporarily to the extent and in the form necessary to use it in accordance with its normal purpose, by means of machines over which the Licensee has a right of ownership or a personal right of use (e.g. by lease, including finance lease, or loan). In particular, the License authorizes the Licensee to reproduce the Software for purposes of loading, running, displaying, transmitting, or storing, to the extent that the foregoing activities are necessary to use the Software in accordance with its intended purpose.
- 2.3. The Supplier retains the right to modify, suspend, or terminate - for the future - the distribution or availability of the free version of the Software, without this implying any obligation to maintain, update, support, or ensure the continuity of the free version, unless otherwise agreed in writing.
- 2.4. All other forms of use of the Software are excluded from the license granted to the Licensee and are therefore prohibited to the Licensee, the following activities:
 - (i) reproduction or otherwise multiplication into copies of the Software
 - (ii) public distribution of copies of the Software;
 - (iii) communication of the Software to third parties, including in the form of making the Software available via the Internet or other non-local network or private network;
 - (iv) modification of the Software, including but not limited to processing, translating, adapting, transforming, customizing, debugging, if not made available by the Software's native tools;
 - (v) use of the Software to offer cloud computing, "software as a service" and similar services to third parties;
 - (vi) Transfer of the Software to a third party, unless otherwise agreed with you in writing.

3. COMPLIANCE

- 3.1. The Licensee is responsible for ensuring that he will comply at all times with the terms and conditions set forth in this Agreement.

4. PROVIDER'S OBLIGATIONS

- 4.1. The Provider will provide the Licensee with the information necessary to enable Licensee to install the Software. This Agreement does not create any obligations for the Provider to install, configure, customize, or maintain the Software, which may be the subject of additional agreements between the Parties, under which the Provider's services will be paid for separately.
- 4.2. The Provider may, at its sole discretion, provide limited support for the free licensed version. Such support, if provided, shall not entail any obligation for maintenance, updates, corrections, compliance with response times, service levels, or continuity of assistance, unless otherwise agreed in writing.

5. LICENSEE'S OBLIGATION

- 5.1. The Licensee agrees to refrain from any use of the Software other than that authorized under Section 2 of this Agreement.
- 5.2. The Licensee undertakes to refrain from any use of the Software which may adversely affect the existence and operation of the Provider on the Software.
- 5.3. Pursuant to Section 2.3 of this Agreement, the Licensee agrees not to modify, in whole or in part, the code of the Software received from the Provider, whether in source or executable form: and thus, among other things, the Licensee agrees not to process, adapt, develop, translate, transform, customize, or make any other modifications to the Software (unless made available by the tools natively provided by the Software itself), including those involving the incorporation of the Software code into other software..
- 5.4. Throughout the term of this Agreement, the Licensee shall refrain from de-compiling, reverse engineering, or any other activity relating to the Software that is intended to produce a different computer program that can be used in competition with the Software.
- 5.5. If the Licensee becomes aware of any infringement of intellectual property rights ("IPRs") on Provider's Software, the Licensee shall immediately notify the Provider. The Licensee hereby undertakes to cooperate fully with the Provider in order to enable the aforementioned IPRs infringements to be prosecuted. Any decision regarding the judicial protection of the IPRs is left exclusively to the Provider, which shall bear the full costs.
- 5.6. The Licensee may not use or authorize others to use the Software in situations where a failure of the Software could result in risk of death or serious personal injury in support of high-risk activities, including but not limited to: design, construction, or control of nuclear facilities, mass transit systems, air traffic control systems, automobile control systems, weapons systems, or aircraft navigation or communication systems.

6. WARRANTIES AND LIABILITY LIMITATIONS

- 6.1. The Provider represents and warrants that under normal use the Software is fit for its intended purpose. The foregoing warranty relates to the operation of the Software as such and does not cover the Licensee's interaction with other computer programs.
- 6.2. The Provider represents and warrants that it has the rights and/or authorizations necessary to grant the Licensee the license to use this Agreement.
- 6.3. The Licensee represents that the Licensee has adequate knowledge of the operation and functionality of the Software. The Licensee acknowledges that the Software must be used by personnel who are adequately trained to operate the Software.
- 6.4. The Licensee acknowledges that any modification of the Software code, which is prohibited by Section 2.3 of this Agreement, may alter the operation of the Software and impair its fitness for its intended use. The parties agree that Provider shall have no liability for the malfunction of the Software (and no warranty of fitness for its intended purpose) in the event of modification of the Software code, improper or incorrect use of the Software by the Licensee, or interaction with other Software used by the Licensee.
- 6.5. To the fullest extent permitted by the law applicable to this Agreement, the Licensee hereby releases the Provider from liability for any direct or indirect damages, whether in the nature of consequential damages, lost profits, loss of opportunity, or otherwise, that it incurs as a result of or in connection with

the use of the Software.

- 6.6. The Parties agree that in no event shall the Provider be liable for any damage arising to the Licensee from loss or alteration of data and information arising out of or in connection with the Licensee's use of the Software. No warranty is made by Provider to the Licensee hereunder as to the suitability of the Software to meet the Licensee's needs or expectations that are not within the scope of its intended use, or as to the compatibility of the Software with hardware or other software used by the Licensee.

7. INTELLECTUAL PROPERTY

- 7.1. Neither the Parties mutually acknowledge that this Agreement does not grant the Licensee any intellectual property rights in the Software and related documentation, nor does it result in the Licensee's acquisition of any of the IPRs that exist on the Provider's Software and related documentation.
- 7.2. Intellectual property rights in the Software shall mean all proprietary rights under international conventions, European Union law, Italian national law or the law of any other state in the world relating to intellectual property resources: so in particular, and among others, are understood to be patent rights, patent rights relating to inventions, utility or ornamental models; registration rights, rights to register forms of industrial design and topographies of semiconductor products; as well as any other right of patrimonial content related to the exploitation of Software, even if not subject to the granting of a patent or registration title; the latter include, inter alia, all patrimonial rights on trade secrets; and also include all copyright and related patrimonial rights on software, databases and works of industrial design, as well as any other kind of intellectual work.
- 7.3. This Agreement does not authorize the Licensee to use the Provider's trademarks, including but not limited to the trademarks under which the Software is customarily marketed by the Provider, in its business.

8. TRADE SECRETS

- 8.1. For the purpose of preserving the Provider's right to trade secrets, the Licensee agrees until the end of the term of this Agreement to keep secret, not to disclose, and not to use for any purpose other than the use of the Software in accordance with its intended purpose, confidential information concerning the Software that it has received from the Provider or otherwise obtained during the course of and for the purpose of the performance of this Agreement and more generally for the purpose of using the Software. Confidential information includes all information contained in the documentation on the Software provided by Provider to Licensee, including in particular:
- i) Files or instructions related to the installation of the Software, including infrastructure requirements for the installation itself;
 - ii) Any User Manuals available online at the Provider's website;
 - iii) Possible on-line help can be consulted directly from the Software's graphic interface;
 - iv) Any video tutorials available online on the Provider's website, which guide the correct use of the product.
- 8.2. To ensure the confidentiality of the Provider's trade secret information on the Software and to preserve the Provider's rights to trade secrets, the Licensee undertakes to take appropriate confidentiality measures within its own corporate organization and business operations. Thus, inter alia, the Licensee shall not provide access to the Provider's trade secrets on the Software to persons other than those bound by a confidentiality obligation like that set forth in paragraph 1 above.
- 8.3. The Licensee undertakes to ensure compliance with the confidentiality obligations provided for in this Article 8 also by people acting as its directors, employees, collaborators or consultants.
- 8.4. The Parties agree that the information subject to the confidentiality obligations set forth in this Article 8 shall include, but not be limited to, the Software code, in whatever form it may be expressed; the scripts produced as a result of the execution of the Software; the methodologies, parameters, concepts and algorithms which form the basis of or are used to implement the Software; the structure of the database and any related tools used (e.g. Triggers or Stored Procedures).
- 8.5. The Parties agree that this Article 8 shall not apply to information that:
- a) at the time of their disclosure or use by the Licensee are generally known for reasons other than the Licensee's conduct;
 - b) the Licensee can prove that it has already known, without having assumed obligations of confidentiality regarding their dissemination and/or use, before having received notice from the

Provider;

c) are subject to an obligation of communication or publication by a public authority.

8.6. At the end of the term of this Agreement Licensee shall return to Provider any documents containing trade secrets that it has received from the Provider.

9. SUBLICENSING

9.1. The Parties agree that Licensee shall not grant any sublicense to third parties to use the Software.

10. TERMINATION AND CONTRACT EFFECT CESSATION

10.1. The Provider may declare the termination of this Contract if the Licensee:

- a) has used the Software in a manner inconsistent with the provisions of Article 2 of this Agreement, such as by using the Software for activities prohibited by Article 2.3;
- b) has breached the obligation to pay the consideration within the period provided for in Article 5 of this Contract;
- c) has breached the confidentiality obligations set forth in Article 8 of this Contract.

10.2. In the event of termination of this Agreement, or if this Agreement ceases to have effect between the Parties, the Licensee undertakes to permanently delete any copy held.

11. PERSONAL DATA PRIVACY

11.1. In compliance with current legislation on the Processing of Personal Data, i.e. European Regulation 2016/679 and the Privacy Code as amended, regarding the Processing of Licensee's data, the relevant information pursuant to Article 13 of EU Regulation 2016/679 is attached hereto. It should be noted that the Provider only provides the free license version of the Software and therefore does not perform any processing on behalf of the Licensee.

11.2. The Parties mutually undertake to comply with all obligations arising from the legislation on the protection of personal data, and in particular Regulation (EU) 2016/679 ("GDPR") as well as Legislative Decree 196/2003 (together with the GDPR, the "Applicable Privacy Legislation"). For the purposes of the execution of this Agreement, each Party will act as an autonomous and independent data controller of any personal data communicated between the Parties.

11.3. Each Party declares and guarantees that the possible communication of personal data of which it is autonomous owner:

- i) takes place in accordance with the applicable Privacy Policy;
- ii) to have informed the interested parties about the possibility of communicating their personal data to the other Party for the purpose of the execution of this Contract.

The Parties therefore acknowledge, and guarantee, that they have already informed the data subjects of the potential processing of their data related to the execution of this Contract and carried out by the other Party, so that Article 14, paragraph 5, letter a), GDPR applies. Consequently, the Party receiving the data will not have to further inform the data subjects.

12. VARIOUS

12.1. This Agreement supersedes any prior agreement between the parties on the subject matter hereof.

12.2. The possible invalidity of one or more clauses of this Contract does not affect the validity of the other clauses that are not dependent on the invalid ones.

12.3. Failure to exercise any right, power or action under this Agreement shall in no way be construed as a waiver of the same or any other right, power or action under this Agreement.

13. APPLICABLE LAW AND JURISDICTION

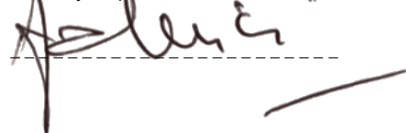
13.1. This Agreement is governed by the laws of the Italian Republic. Any dispute arising out of (or in any way connected with) this Contract - such as, by way of example, those relating to its validity, effectiveness,

interpretation, execution, breach, termination, withdrawal, rescission - shall be subject to the exclusive jurisdiction of the courts of Rome, Italy, without prejudice to the application of any mandatory provisions under the applicable law of the user's country.

Omninecs

Franco Alberici

Statutory Representant

A handwritten signature in dark ink, appearing to read 'Franco Alberici', is written over a horizontal dashed line. A long, sweeping horizontal stroke extends to the right of the signature.