

GOSIGN DESKTOP SOFTWARE LICENSE

This user license regulates the relationship between the User (any natural individual or legal entity) and InfoCert SpA

The GoSign product - henceforth the SOFTWARE - may include components and storage media there to associated, printed material and online or electronic documentation.

By downloading, installing, copying or otherwise using the SOFTWARE, the User agrees to be bound by the terms of this license. Should the User fail to accept the terms and conditions herein, they are thereby not authorized to install and utilize the SOFTWARE. This SOFTWARE is protected by international copyright laws and treaties, in addition to other laws and intellectual property treaties, and is licensed, not sold.

1. GRANT OF LICENSE

The software is licensed, not sold pursuant to following provisions:

- the User shall have the right to install and use the SOFTWARE on a computer where they have a legitimate use;
- the User is allowed to make a backup copy of the SOFTWARE;
- the User is not authorized to carry out, except as provided for in the previous point, and/or distribute copies of the individual SOFTWARE or packaged with any other software;
- the User shall not under any circumstances, except as required by law and this license, modify the SOFTWARE.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

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

(II) The User shall not reverse engineer, decompile or disassemble the SOFTWARE, with the exception and only for what is explicitly permitted by the ongoing law.

(III) The User shall not translate, adapt, transform or modify the SOFTWARE nor incorporate it into other software, or even make it executable within them. Where adaptation, transformation or modification activities are necessary to achieve interoperability with other programs, pursuant to Article 64 quater of Law no. 633 dated 22 April 1941, the User undertakes to inform InfoCert SpA of such activities prior to commencement, also for the purpose of verifying the existence of faster and easier access to the information necessary to achieve interoperability, as well as to indicate, ownership of InfoCert SpA on the components used.

3. RIGHTS OF THIRD PARTIES

(I) Ownership of certain SOFTWARE components hereto lies with third parties, who have granted InfoCert SpA the right to use and distribute aforesaid components in connection with the SOFTWARE.

(II) This license does not confer any right over the aforementioned components to the User, except those strictly

connected to its use alongside the SOFTWARE, pursuant to the provisions of Article 1, herein.

(III) With reference to certain components, the licenses and indications of intellectual property expressly mentioned in the documents included in the installation package shall apply.

(IV) Specifically, it is specified that the product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (www.openssl.org), as well as SOFTWARE compiled by Eric Young (eay@cryptosoft.com) and Tim Hudson (tjh@cryptosoft.com).

4. TERMINATION

(I) Any violation of the terms of this license shall allow InfoCert SpA to terminate the contract, notwithstanding any other rights. In the event of termination, the User shall destroy all copies in their possession of the SOFTWARE

(II) In the event of the impossibility of using the SOFTWARE, for reasons beyond the control of InfoCert SpA or lack of the licenses of trademarks, logos, components, and contents of the SOFTWARE, this user license shall automatically terminate, and users shall destroy all copies of the SOFTWARE in their possession. In such case, InfoCert SpA does not undertake, except for willful misconduct or gross negligence, any responsibility deriving from the non-use of the SOFTWARE.

5. COPYRIGHT

(I) All rights relating to the SOFTWARE and copies thereof are the property of InfoCert SpA

(II) Ownership and intellectual property rights relating to the content to which the user can access through 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) InfoCert SpA reserves all rights not explicitly granted under this license.

6. USER SUPPORT

(I) First level assistance shall be assured by telephone support indicated on the site upon registration.

7. DISCLAIMER OF WARRANTIES

(I) The User explicitly accepts that the use of the SOFTWARE is at their own risk.

(II) InfoCert SpA waives all guarantees, including and without limitation any implied warranties of merchantability.

Furthermore, InfoCert SpA does not guarantee that the functions contained in the SOFTWARE are suitable for any uninterrupted use or that they are immune to flaws.

(III) The guarantee waiver mentioned herein is to be interpreted pursuant to applicable law and shall be deemed ineffective should they be incompatible with the mandatory provisions of the law itself.

(IV) The SOFTWARE is provided as is. Maintenance will be carried out if necessary, consisting of the provision of "patches".



GOSIGN DESKTOP SOFTWARE LICENSE

8. LIMITATION OF LIABILITY

(I) InfoCert SpA is exonerated from any liability, consistent with the provisions of applicable law, for any direct or indirect damages, of any nature, deriving from or related to the use or non-use of the SOFTWARE.

9. COLLECTION AND PROFILING OF USER DATA THROUGH GOOGLE ANALYTICS

(I) In accepting this User License, the User consents to anonymous tracking, by InfoCert, of the data relating to the use of the SOFTWARE, through the specific service provided by in Google Analytics, in order to perform statistical surveys on the previously mentioned use ("**Tracking**").

(II) Such anonymous tracking data shall be managed by InfoCert exclusively for internal statistical purposes. Under no circumstance may InfoCert access the User's identification data such as: name, surname, address, date of birth, telephone number etc., or the identification numbers of the hardware used (for example IP, MAC *address*) or, even less, to any sensitive data (religious or sexual political guidelines, information on the state of health, *etc.*).

(III) Infocert guarantees that the information collected for tracking shall not be shared with third parties outside Google under any circumstance. In this specific case, such data shall be managed only as strictly necessary for the use of that data tool.

(IV) InfoCert reserves the right to communicate the data collected to the relevant authorities (including the legal authorities) in the cases imposed by law or upon request of the authority itself.

(V) InfoCert makes use of all the security measures needed to ensure the confidentiality of the data collected. Specifically, it uses control procedures and cutting-edge technologies to protect information from unauthorised access, use or sharing thereof.

