

DOCUBOX ITALY SRL

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Vat ID#: IT-05246460822
www.docubox.it

Software license agreement.

WHEREAS

_____, _____, Established in (____) _____

Vat ID _____ in the person of its legal representative _____

_____, hence hereinafter "the customer", purchased with a separate contract the DocuBox Appliance hardware, serial number: _____.

This contract references and follows that purchase contract, and define the TERMS AND CONDITIONS for the use of the DocuBox software installed inside the Docubox Appliance hardware.

DEFINITION OF THE ELEMENTS OF THIS AGREEMENT

The definition terms for the DocuBox Italy SRL (DocuBox) products included in this agreement are the following:

The name **Dbx Appliance** (or just the *Server* or the *Appliance*) defines the *DocuBox Server Appliance*, a machine (hardware) in which the *software* is installed and which the customer has purchased from his supplier. The characteristics of that purchase (features, delivery, maintenance, warranty, etc.) it's a separate purchase agreement between the customer and its supplier. All the functional features of the DocuBox Appliance product are executed *through specific softwares of DocuBox Italy SRL that are pre-installed inside the DocuBox Appliance. That (server software)* are usable (I) via html interface (web) in a direct way (II) through the DocuBox Italy softwares components that can be installed on users' computers. All these softwares are globally named **Dbx Client** (or simply *clients*) such as, for example but not limited to: the *Client for DocuBox Share, DocuBox auto-backup salient, the DocuBox Multimedia director, the DocuBox synchro agent, etc.*

Each time here you read the word **software** it is expressly referred to all the above software, or globally to the *Client and Server Software*. When in this agreement you read the title *DocuBox* this is intended the overall **system**: the *Dbx Appliance hardware, the Server software, the Client software* and also every *third-party software needed*.

You agree that this Agreement is valid and effective like any other agreement negotiated and signed by you. This Agreement governs the use of *Software* that make up the **System**, provided, pre-installed or downloaded from *Dbx Appliance*, from the DocuBox website or any other media that contains data and programs.

1) GRANT OF LICENSE

This Agreement will be respected until the limitations and conditions entered will be granted (a) a limited non-exclusive, perpetual, non-transferable (the "License") for the use of *Server Software* provided as installed on the *DocuBox Appliance Server hardware* device only that was purchased (B) a limited non-exclusive, perpetual, non-transferable (the "License") of any software *Dbx Client* in the quantity defined in the order and the invoice. This License does not grant any right to obtain future improvements, supplements or updates to any component of the *System* such as the *Server Software, Dbx Appliance, Dbx Client* software components and/or third party software. If you get any improvement, update or supplement, their use is also governed by This Agreement, as amended or otherwise, and may be subject additional conditions and subject to the payment of additional costs.

2) COPYRIGHT

The copyright and other intellectual, industrial or other property rights for the *Server Software* and any copy you have created of the *Dbx Clients* belong to DocuBox and/or its suppliers and/or third parties. DocuBox agrees to it's customers only the use at the conditions of this Agreement. All rights not specifically granted with herein are reserved to DocuBox. You are permitted (a) to duplicate any *Dbx Client* software for backup or secure storage only or (b) transfer any *Dbx Client* software on a single medium, only for backup or archival purposes. Retain any copies of the *client* on your hardware *Dbx Appliance* delivered. You may not copy the product manuals or other materials paper attached to the *system*, except for personal use only on the *Dbx Appliance* hardware purchased.

3) OTHER RESTRICTIONS

Unless you own written permission from DocuBox Italy SRL you cannot do (i) rental, lending, public presentation, execution, dissemination and any other type of software distribution. (ii) Deliver or public presentation of performance test of any *Software*. Except what is applicable or needed by the law, you may not, and not allow anyone, to modify the *Software* and/or any Hardware part, thereof analyze *software* through reverse engineering, decompiling or disassembling it.

4) CONFIDENTIALITY

You accept and agrees to DocuBox that the Software has been developed with large investments of money and time by DocuBox Italy SRL and that it constitutes a trade secret for DocuBox Italy SRL and/or third parties. You agree to maintain strict confidentiality in relation to the *System* and not disclose or allow third parties to access to any DocuBox product you own.

5) THIRD PARTY SOFTWARE LICENSES

The *System* can contains and use third-party software. Without prejudice to the provisions in paragraphs 2, 3 and 4 above, the use of of third parties software in the *System* could be subject to other agreements. Official information on copyrights and specific licensing conditions on these third-party software codes and algorithms, can be delivered by written request through the official website of DocuBox (www.docubox.it). Here you agree to accept any terms and conditions relative to these third parties elements.

The Customer

DocuBox Italy SRL

6) LIMITED WARRANTY

- a) DocuBox can not guarantee and does not warrant that the operation of the *system* or separately *Software* is free from errors.Are you aware that by using the *System* in your local network can exploit calculation errors caused, for example, by local environmental conditions and/or incomplete data, by errors on power supply, conditions of cables and data transmission equipment, etc..
- b) DocuBox and its suppliers provide the *Software* AS IS WITHOUT ANY FURTHER WARRANTY, and this agreement excludes all other warranties and conditions, whether express, implied or statutory, including, case, but not limited to, any implied warranties, duties or conditions of merchantability, fitness for a particular purpose, reliability or availability, accuracy or completeness of responses, of results, professional performance, lack of viruses, and diligence regarding the *Software*, and the performance or failure to provide support or other services, information, software and related content through the *Software* or otherwise arising from use of the *Software*.Are also warranty or condition of quiet enjoyment and possession of the *Software* or relating to absence of violations by the same.This exclusion does not apply to (i) any implied condition on the existence of a right and (ii) any implied matching the description.

7) LIMITATION OF LIABILITY

- a) Neither DocuBox nor its suppliers assumes any responsibility for the Customer or to third parties for any direct, indirect, incidental, consequential or otherwise (including in each instance but not limited to, damages for the inability to use equipment or access data, loss of data, loss of business profits, business interruption or the like) arising from the use or inability to use *System*, even if DocuBox has been advised of the possibility of such damage or loss.
- b) Notwithstanding any damages that might occur for any reason (including, without limitation and without limitation, damages referenced herein and any direct losses or damage arising from the general contract or otherwise), the overall responsibility for DocuBox and its suppliers arising out of or related to, this Agreement will be limited to the amount actually paid by you to the purchase of the *Software*.
- c) DocuBox assumes no liability for (i) any intentional part of its employees and / or agents and / or (ii) any misrepresentation fraudulently issued by them.
- d) Notwithstanding the provisions in clauses 7 (a) and (b) and any other provision of this Agreement, the responsibilities of each party for injuries or deaths caused by negligence of the Parties shall in no way restricted.

8) RESOLUTION

without prejudice to any other rights, DocuBox may terminate with immediate effect this Agreement in the event of non-compliance by you of even only one of the forecasts contained therein.In this eventuality, you must destroy all copies of the *Dbx client* on any computers of your users and reset (to zero format) discs on the *Dbx Appliance* to eliminate any part of the *DocuBox Server Software*.The provisions of this agreement, which by their very nature survive termination shall survive, remain effective even after termination of this Agreement.DocuBox reserves the right to terminate with or without notice, the services related to improvements, updates and supplements supplied or made available to you.

9) LINKS TO THIRD PARTY SITES

DocuBox can't be responsible for the content of any third party site or service, any links contained therein, or any changes or updates to the sites or services of third parties. DocuBox providing these links and access to sites and services of third parties only as a convenience and the inclusion of any link or access does not imply any recognition of the sites or services of third parties by DocuBox.

10) RIGHTS OF THIRD PARTIES

Third parties (who are not part in this Agreement) may not, under applicable law, rely or seek to enforce any provision of this Agreement, and this is no infringement on any rights or remedies belonging to the applicable legislation.

11) ENTIRE AGREEMENT

This Agreement (including the premises and the definitions and any annex or amendment included in the package attached to the *System* or separately in any *Software* and/or hardware, in addition to any other term or condition, represents the entire agreement between You and DocuBox in order to the *Software* and possible service support and maintenance thereof, and supersedes all communications, proposals or representations, written or oral, prior or contextual.In case of divergence between the sentences contained in any policy or program DocuBox or on the technical support service (other Limited by Guarantee) on the one hand, and the elements in this Agreement, on the other hand, the latter will prevail.In the event any part of this Agreement is held void, invalid, not unenforceable or illegal, the other provisions will remain in full force and effect.

12) GOVERNING LAW

This Agreement and any dispute related to it or otherwise, arising on the use of the *Software* is governed by the laws of Italy.It's expressly not applicable to this Contract the United Nations Convention on Contracts for International Movables sales.Any dispute arising under this Agreement will be devoted to its resolution to the exclusive jurisdiction from the Tribunal of Milan (Italy).

The Customer

DocuBox Italy SRL

Under Articles 1341 and 1342 of the Italian Legal Codes both parties declare that have read and approve all conditions in points 3,6,7,8,12 of this contract.

The Customer

DocuBox Italy SRL

For any questions relating to this Agreement or if you wish to contact DocuBox for any reason you can visit the DocuBox website at the following address: <http://www.docubox.it>.

This agreement is available using the address <http://www.docubox.it/EULA-EN>