

This is a legal agreement between Fairmat Srl, with offices in Verona – Via Stradone San Fermo, 21 - listed with the Chamber of Commerce under No. 362792 of the Register of companies, taxpayer's code and VAT No. 03754840233, in the person of its legal representative pro tempore - hereinafter referred to as "the Company", and you -hereinafter referred to as “the user” which governs the use of the of software Fairmat Professional.

## **FAIRMAT PROFESSIONAL SOFTWARE USER LICENSE**

### **1. SCOPE OF THE LICENSE AND ANNEXES**

**1.** Under the following terms and conditions, the Supplier undertakes to grant the Client a license to use the software for the Fairmat processor (hereinafter referred to as “the software”), as briefly described in Annex A. **2.** The annexes form an integral part of this license.

### **2. INSTALLATION METHOD**

1. The Client will receive access to the software on completion of the registration subject to receipt of the payment according to the procedures set out in the FEE clause.
2. The software will be made directly available for download in the aforementioned subscription area.

### **3. INTELLECTUAL PROPERTY AND SOFTWARE USE**

**1.** This user license does not assign the Client ownership rights to the source software and all techniques, algorithms, processes and information contained in the software. The related documentation are confidential and belong to the Supplier; the Client shall not use these for purposes other than those specified in this user license.

**2.** The Client shall refrain from making printouts or computer-readable copies of the software or any portions of the software granted under this user license, except where this is necessary for security and operational functionality purposes, including the correction of errors, within the limits

set out in Law No. 633/41.

**3.** The Client undertakes not to modify the licensed software or incorporate it, entirely or in part, in other software solutions and services without written consent of the Supplier.

**4.** The Client shall not distribute granted access information, licenses and binary packages to the public or transfer it or grant sub-licenses to third parties or enable third parties to use the product free of charge or at a charge.

**5.** Any breach of the foregoing restrictions shall give way to the revocation of the license and the application of a penalty equal to two annual fees, without prejudice to the Supplier's right to seek compensation should it suffer consequential losses and/or loss of profits.

#### **4. WARRANTY AND RESPONSIBILITIES**

**1.** The Supplier warrants that the software is capable of performing the operations contemplated and listed in the technical descriptions.

**2.** The Client shall verify the technical requirements on which the software will be installed prior to purchasing this user license.

**3.** The software warranty is valid for one year from the date of the first installation.

**4.** The warranty is subordinate to the good working order of the hardware and the system software installed and to the correct use of the system by the Client.

**6.** If the Client intends to exercise the warranty rights, a notice shall be forwarded by fax (+39.045.8011204) or email (licenses@fairmat.com) the details of the invoice issued, the name and telephone number of the Contact Person and the specific reasons why the warranty rights are being exercised.

**7.** The Supplier will contact the Client and agree the terms of a solution within 7 working days from receiving the foregoing notice.

**8.**

If the Client finds anomalous functioning or abnormalities that conflict with the specifications of Annex A, the Supplier shall be notified. The Supplier will

perform the necessary corrections. If said defects or abnormalities are not corrected, the Client may request the refund of a portion of the fee paid for the period of non-use and hereby renounces – as an exception to the provisions of ex art. 1668 of the Italian Civil Code – all claims for damages. Alternatively, a service temporal extension will be granted to the Client.

**9.** As an exception to the provisions of articles 1578 ff. of the Italian Civil Code, the Supplier shall not be held liable for direct or indirect damages suffered by the Client as a consequence of original or supervening defects or for damages in any case suffered by the Client or third parties in connection with the use or non-use of software, save as expressly provided by law.

## **5. UPGRADES**

**1.** The Supplier may upgrade and modify the software licensed for use to the Client whenever it deems necessary to comply with new regulations or to resolve defects or to improve the software functions. Said power may be exercised at the Supplier's discretion and shall in no way be construed as an obligation on the latter.

**2.** Upgrades will be covered by warranty limited to the period of validity of the license itself.

**3.** If the license is extended, thus with the right to benefit from all upgrades issued during the extended period of validity, the warranty will cover upgrades solely as it will be null and void with respect to the previous versions of the software.

## **6. ADDITIONAL PLUG-INS FOR BASIC SOFTWARE**

**1.** The Supplier may extend the software by means of free of charge plug-ins in order to enhance the software under particular circumstances; said plug-ins may be developed also by third parties.

**2.** Prior to download any plug-in, the Client shall verify the technical and functional characteristics of the plug-ins and their compatibility with previously installed operating systems and programmes.

**3.** The Client hereby holds the Supplier harmless from any liability deriving directly or indirectly from use of the plug-ins, or extensions that have not

been previously verified by the Supplier.

4. The Client may refer to the forum [www.fairmat.com/forums](http://www.fairmat.com/forums) for verifications or functional anomalies but it is herein understood that neither the Supplier nor the plug-in developers have any obligation in this respect.

## **7. LICENSE DURATION AND RENEWAL**

1. The user license for the software and the up-grades has a duration of one year from the date of software activation.

2. During the 30 days preceding the expiry of the user license, the Supplier will inform the Client by email that the license is close to expiry. The license can be extended using the renewal link in the body of the message without having to re-enter personal details.

3. The license may be extended up to the last day of validity of the previous license. The renewal price will be equal to one third of the price paid by the Client at the time of the initial subscription. The price of subsequent renewals may be modified by the Supplier, who shall however inform the Client if price changes occur in proximity to the expiry of the extended license.

4. Each license renewal is for a period of one year and is inclusive of upgrades.

5. If the license is not extended, the software will no longer be usable by the Client from 24.00hrs of the last day of validity.

## **8. ANNUAL FEE AND DESPATCH OF INVOICE IN ELECTRONIC FORMAT**

1. In order to use of the software and any modules granted at a charge, the Client undertakes to pay the Supplier the fee/fees described in Annex B.

2. The fee shall be paid by using the automatic payment gateway available at the web page <http://www.fairmat.com/buy> or by bank transfer (IBAN IT 34V 05034 1175 000 000 0 167 121, the account holder is Fairmat Srl, and Banca Popolare di Verona Đ Piazza Nogara, 2 Đ 37121 Verona). In this case payment confirmation shall be sent to

[licenses@fairmat.com](mailto:licenses@fairmat.com).

3. The Client will receive access credentials to use the software/paid modules within 48 hours from verification of receipt of payment (or as soon as the payment has been received in the case of electronic payment).

4. The Client hereby accepts that the invoice will be forwarded by email in non-modifiable electronic format and undertakes to print and preserve a copy in accordance with law.

## **9. MAINTENANCE**

1. The Supplier undertakes to provide the services described in Annex C at the rates therein indicated and at the following conditions.

2. The Client undertakes to previously agree the date and time of support interventions with the Supplier. Access will be gained remotely, unless otherwise agreed.

3. Should remote access be necessary to fulfil a support request, the Client hereby authorizes remote access by the Supplier to perform the requested activities. The foregoing authorization shall be deemed implicit in all support requests submitted by the Client.

4. Support requests should be submitted to the following address: [support@fairmat.com](mailto:support@fairmat.com).

5. If services not listed in Annex C are requested by the Client the Supplier reserves the right to accept the service request subject to the Client's acceptance of a price quote.

## **10. EXERCISE OF RIGHT OF WITHDRAWAL**

1. The Client may withdraw from this license agreement if no access credentials to use the software are received within 10 days from the subscription date.

2. Notice of withdrawal can be forwarded to the Supplier at [licenses@fairmat.com](mailto:licenses@fairmat.com)

3. Right of withdrawal is excluded if the Supplier cannot be held accountable for the non-receipt of the foregoing authentication credentials (by way of an

example but not limited to: mailbox malfunction, lack of internet connection, etc.). .

## **11. TERMINATION**

**1.** The Supplier may terminate this license agreement if the Client breaches the following clauses: INTELLECTUAL PROPERTY AND SOFTWARE USE - ANNUAL FEE - PROHIBITION ON TRANSFER OF LICENSE. The Supplier may legally terminate this license agreement if the Client's company is declared bankrupt.

**2.** The Client may terminate this license agreement if the software granted is not consistent with the technical descriptions provided in Annex A and if the WARRANTY AND RESPONSIBILITIES clause is breached.

**3.** The party that intends to withdraw from this license agreement shall notify the other party by registered mail with return receipt.

**4.** The withdrawal shall be effective from the date of receipt of the notice by the other party.

## **12. EFFECTS OF TERMINATION OF THE USER LICENSE**

**1.** If this user license ceases to be effective for any reason whatsoever, it will be the Client's responsibility to save or extract any data of interest that has been input in the licensed software.

**2.** The Client hereby holds the Supplier harmless from any liability deriving from failure to save data input into the software, of which the management is assigned solely to the Client.

## **13. ADDITIONAL LICENSES**

**1.** If the Client intends to increase the number of licenses held for this software, a personalised price quote may be requested at [licenses@fairmat.com](mailto:licenses@fairmat.com).

## **14. PROHIBITION ON TRANSFER OF USER LICENSE**

**1.** The Client shall not transfer this user license to third parties.

**2.** Mergers with other companies or changes in the company's trade name shall not be construed as transfers to third parties.

## **15. DATA PROTECTION**

1. The parties undertake to treat the other party's information in accordance with the principles and provisions of Legislative Decree No. 196 of 30 June 2003 (Law about treatment of personal data) and to adopt all the minimum security measures a disposed by the current law.

2. The Client expressly declares that it has read the notice set out in art. 13 of Legislative Decree 196/2003 (Privacy Code) reported in the webpage <http://www.fairmat.com/privacy>.

## **16. ARBITRATION CLAUSE**

1. Any dispute arising between the parties regarding the interpretation, validity, effectiveness, performance or termination of this license agreement shall be referred to and settled by an arbitration tribunal consisting of three arbitrators. Each party may appoint one arbitrator, who in turn shall jointly appoint a third arbitrator. If no agreement is reached within 20 days from the appointment of the second of the first two arbitrators, the third arbitrator shall be appointed by the President of the Verona Court, who shall also appoint, on request of the first party to act, the arbitrator of the party that fails to notify the other party of its choice within twenty days from the date of the application for arbitration containing the name of the first arbitrator. The arbitration shall be binding.

2. The arbitration tribunal shall rule according to law.

3. The arbitration tribunal shall take its final decision within 60 days from the date of acceptance by last of the three arbitrators. This term may be extended one or more times by the parties.

4. The arbitration tribunal will notify the parties of its decision within 20 days from the scheduled award date. The decision will be notified by registered mail with return receipt to the registered offices of each party or to the address for service indicated by them for such purpose.

## **16. FINAL CLAUSES**

1. This license shall supersede and nullify any previous written or verbal agreements, negotiations or understandings between the parties in respect of this license.

**2.** Additions and/or amendments to this license shall be made, upon penalty of annulment, in writing in hard copy format and be undersigned by the legal representatives of both parties.

**3.** The nullity, voidability or ineffectiveness of one or more clauses of this license shall not imply the nullity of the remaining clauses.

**4.** Any taxes, however named or structured, that are by law payable on this license or on the fee or the renewal fee shall be borne by the Client - excluding the usual taxes payable by the Supplier.

## **17. APPLICABLE LAW AND LEGAL REFERENCES**

**1.** This license is governed by the Italian law.

**2.** The provisions of law regulating similar types of relationships and agreements - particularly Law No. 633 - 1941 as amended - shall apply to any matters that have not been addressed in this license agreement, without prejudice to the exceptions made herein.

# **Annex A**

Fairmat Professional is a desktop product designed with the goal of providing a tool for efficient pricing/re-pricing and assessment of financial products. It contains a modelling front-end which allows modeling contracts and perform interactive analysis, a plug-in system, which gives the option of installing a growing set of community driven open-source stochastic models, analysis and software feature or commercial plug-ins. For any further information, go to [www.fairmat.com/plugins](http://www.fairmat.com/plugins)

More information on the actual current features can be found in the link below:

<http://www.fairmat.com/solutions/fairmat-professional>

# **Annex B**

Pricing of commercial products and services provided by Fairmat Srl can be found at the following page: <http://www.fairmat.com/buy>



# Annex C

## Technical support

Technical support for Fairmat Professional is offered through our forums and email ([support@fairmat.com](mailto:support@fairmat.com)), and it is related to problems related to the use of the software (e.g. installation problems or malfunctioning features) even if modeling problems can be treated in the forum. For assistance in financial product modeling and consulting enquires please contact Fairmat Srl using the page <http://www.fairmat.com/support/> or send us an email to [info@fairmat.com](mailto:info@fairmat.com).