VTE CRM License Agreement

VTECRM END USER LICENSE AGREEMENT

PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT

("AGREEMENT") CAREFULLY BEFORE USING THE SOFTWARE (AS DEFINED BELOW). THIS IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND CRMVILLAGE.BIZ S.R.L., A COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE ITALIANREPUBLIC, REGISTERED IN THE COMMERCIAL REGISTER MAINTAINED BY THE MUNICIPAL COURT IN VERONA. BY ASSENTING ELECTRONICALLY, INSTALLING OR USING THIS SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

If you do not agree with the terms and conditions of this Agreement, do not continue the installation process and delete or destroy all copies of the Software in your possession.

This Agreement accompanies certain software (including any upgrades or updates thereto as provided by VTE CRM, the "Software") and related explanatory written materials (the "Documentation").

1. License

CRMVILLAGE.BIZ grants to you a non-exclusive perpetual license to use the Software and the Documentation for so long as CRMVILLAGE.BIZ makes the Software available, provided that you agree to the terms and conditions of this Agreement.

2. Permitted Use of the Software

You may install and use the Software with

- 1) unlimited users with the limitations set by CRMVILLAGE.BIZ (as for example maximum two roles, two profiles and one pdf maker for module) for the VTE CRM FREE EDITION
- 2) limited users without limitations based on the regular agreement that you have with CRMVILLAGE.BIZ or/and the partner certified of CRMVILLAGE.BIZ under regular business order, the pricelist of VTE CRM BUSINESS and that can be licensed in different methods.

ANY USE OF THE SOFTWARE OTHER THAN AS EXPRESSLY AUTHORIZED BY THIS SECTION OR ANY RESALE OR FURTHER DISTRIBUTION OF THE SOFTWARE CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND MAY VIOLATE APPLICABLE COPYRIGHT LAWS.

3. Upgrades and Updates

Upgrades and updates of the Software shall be provided to you by CRMVILLAGE.BIZ as long as and to the extent in which CRMVILLAGE.BIZ in its exclusive discretion makes such upgrades and updates available to the users.

4. Ownership Rights

The Software, or portions of the Software, marked as crmv@xxxx or where not otherwise specified and the Documentation is in the intellectual property of CRMVILLAGE.BIZ and

delivered with the AGPLv3 license: GNU AFFERO GENERAL PUBLIC LICENSE (see http://www.gnu.org/licenses/agpl-3.0.html)

It is protected by applicable copyright laws, international treaty provisions and other applicable laws of the country in which the Software is being used.

Except as stated in this Agreement, your possession, installation and use of the Software does not grant you any rights or title to any intellectual property rights in the Software or Documentation. All rights to the Software The Software, or portions of the Software, marked as crmv@xxxx or where not otherwise specified and the Documentation are reserved by CRMVILLAGE.BIZ

5. Restrictions

You may not copy or use the Software or the Documentation except as set forth in Section 2 of this Agreement. You may not remove any proprietary notices or labels on the Software; any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on and in the Software

You are not permitted to use the Software in connection with the provision of any commercial services which include processing or transferring the data of or for other persons or entities ("Data"), including cloud computing and "Software as a Service" solutions, providing storage capacities for Data; transmitting, routing of or providing connection to Data, or providing information search tool services. You may not permit third parties to benefit from the use or functionality of the Software via a timesharing, service bureau or other similar arrangement.

6. Transfer

You may not rent, lease, sub-license, or lend the Software or the Documentation or any portions thereof. You may, however, transfer all your rights to use the Software and the Documentation to another individual or U.S. educational establishment provided that (i) the transferee accepts the terms of this Agreement; (ii) you transfer the Software, including all copies, updates and prior versions, and all Documentation to such person; and (iii) you retain no copies of the Software or of the Documentation, including but not limited to copies stored on your computer. Partial transfer of your rights under this Agreement is strictly prohibited.

7. Disclaimers and Exclusion of Liability

The Software is not fault-tolerant and as such is not designed for use in hazardous environments requiring fail-safe performance.

CRMVILLAGE.BIZ AND ITS DISTRIBUTORS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. THE REMEDY IN THIS SECTION STATES THE SOLE AND EXCLUSIVE REMEDIES FOR CRMVILLAGE'S OR ITS DISTRIBUTORS' OR AGENTS' BREACH OF WARRANTY. THE SOFTWARE IS PROVIDED "AS IS" AND CRMVILLAGE.BIZ AND ITS DISTRIBUTORS MAKE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ANY AND ALL CONDITIONS AND WARRANTIES IMPLIED BY STATUTE, COMMON LAW OR JURISPRUDENCE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SUITABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.



YOU AGREE AND ACCEPT THAT, TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL

CRMVILLAGE.BIZ OR ITS DISTRIBUTORS OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES, ESPECIALLY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY

LOST PROFITS, LOST SAVINGS OR LOST DATA, EVEN IF AVAST OR ITS DISTRIBUTOR OR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. TO THE FULL EXTENT PERMITTED BY LAW, YOU AGREE AND ACCEPT THAT IN NO CASE SHALL CRMVILLAGE'S OR ITS DISTRIBUTORS' OR AGENTS' LIABILITY FOR ANY DAMAGE EXCEED THE LESSER OF FIVE U.S. DOLLARS (\$5.00) OR THE AMOUNT OF THE ONE YEAR LICENSE FEE FOR CRMVILLAGE'S COMMERCIAL PRODUCT CLOSEST TO YOUR VTE CRM VERSION OF THE SOFTWARE.

THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY OF CRMVILLAGE.BIZ AND ITS DISTRIBUTORS DO NOT LIMIT POTENTIAL LIABILITY FOR DEATH, PERSONAL INJURY OR FRAUD OVER THE EXTENT PERMITTED BY APPLICABLE LAWS.

8. Privacy; Processing of Personal Information

The Software automatically and from time to time may collect certain information, which may include personally identifiable information. The information collected by the Software is generally not correlated with any other personal information related to you that CRMVILLAGE.BIZ may be processing such as information given by you to CRMVILLAGE.BIZ or its distributors or agents during the process of ordering and downloading the Software. Unless you have permitted otherwise, the information collected by the Software is used anonymously in aggregation with similar information from other users of the Software for analytical purposes to identify new problems and bugs and for improvement and development of the Software and for statistical purposes.

By using the Software you acknowledge and agree that CRMVILLAGE.BIZ or its distributors or agents may collect and use the information as described above. You are giving this consent on behalf of all users of all computers where the Software will be used under this license and you accept full responsibility for informing all users and acquiring their fully informed, free and valid consent with processing of their personal information by the Software as described above.

Notwithstanding anything to the contrary in the CRMVILLAGE.BIZ privacy policy, you consent during the term of this Agreement and for one (1) year thereafter to (i) CRMVILLAGE.BIZ sharing information collected by you during your installation or registration of the Software with CRMVILLAGE's distributors and other business partners and (ii) use of such information by CRMVILLAGE, its distributors and other business partners to present you with information that may be relevant to you, including offers of software, services or other products.

The collected information may be transferred to third parties or to other countries that may have less protective data protection laws than the country or region in which you are situated (including the European Union). CRMVILLAGE.BIZ takes measures to ensure that any collected information will receive an adequate level of protection if and when transferred. Notwithstanding anything to the contrary in this Agreement or any Documentation or other materials provided to you in connection with the Software, CRMVILLAGE.BIZ reserves all rights



to cooperate with any legal process or government inquiry (including, but not limited to, court orders and law enforcement requests) related to your use of the Software. In connection with

such cooperation, CRMVILLAGE.BIZ may provide documents and information relevant to a court subpoena or government or other legal investigation, which may include disclosure of your personally identifiable information. CRMVILLAGE.BIZ may also use statistics derived from the collected information to track and publish reports on security risk trends. By using the Software, you acknowledge and agree that CRMVILLAGE.BIZ may collect, transmit, store, disclose and analyze such information for any of the foregoing purposes listed in this Section.

9. U.S. Government Restricted Rights

This Software and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, and subject to certain restricted rights as identified in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, or any successor U.S. regulations. Any use, modification, reproduction, release, performance, display or disclosure of the Software by the U.S. Government shall be done solely in accordance with this Agreement.

10. Export Regulations

You agree and accept that the Software and the Documentation may be subject to import and export laws of any country, including those of the United States (specifically the Export Administration Regulations (EAR)) and the European Union. If you transfer or export the Software, which in all cases must be done in accordance with this Agreement, you agree to and acknowledge that you are exclusively responsible for complying with all applicable laws and regulations, including but not limited to all United States and European Union trade sanctions and export regulations (including any activities relating to nuclear, chemical or biological materials or weapons, missiles or technology capable of mass destruction), regardless of the country in which you reside in or of which you are a citizen.

11. Governing Law and Jurisdiction

The laws of the State of California, excluding its conflicts of law rules, govern this Agreement and your use of the Software and the Documentation. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The courts located within the county of Santa Clara, California shall be the exclusive jurisdiction and venue for any dispute or legal matter arising out of or in connection with this Agreement or your use of the Software and the Documentation. Notwithstanding this, you agree that CRMVILLAGE.BIZ shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

12. General

This Agreement is the entire agreement between you and CRMVILLAGE relating to the Software and Documentation. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Software or Documentation. Notwithstanding the foregoing, nothing in this Agreement will diminish any



rights you may have under existing consumer protection legislation or other applicable laws in your jurisdiction that may not be waived by contract. This Agreement will immediately terminate upon your breach of any obligation contained herein (especially your obligations in Sections 2, 5, 10) and you shall cease use and destroy all copies of the Software and

Documentation in your possession. CRMVILLAGE.BIZ reserves the right to any other remedies available under law in the event your breach of this Agreement adversely affects AVAST or its distributors or agents. The limitations of liability and disclaimers of warranty and damages contained herein shall survive termination of this Agreement. This Agreement may be modified by the Documentation. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by CRMVILLAGE.BIZ. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

If you have any questions regarding this Agreement or wish to request any information from CRMVILLAGE.BIZ, please write to CRMVILLAGE.BIZ S.r.l. - Via Ciro Menotti 3, c/o Via Fontanelle - San Bonifacio (VR), 37047 - Tel +39 045 5116489 - Fax +39 045 5111073 - VAT: 03641400233