



SOFTWARE LICENSE AGREEMENT

Petrol10

This agreement is supplied in both languages, Italian and English. In the event of any inconsistency, the Italian version is the original language and the English version is a translation for information purposes only.

MTX Electronics and its suppliers hold all the intellectual property rights of the Software. MTX Electronics authorizes the user to utilize the Software solely under the terms of this Agreement. The Software may include materials supplied by third parties, the use of which may be subject to other terms and conditions, typically found in a separate license Agreement or in a "Read Me" file accompanying such materials.

WARNING

PLEASE READ THIS AGREEMENT CAREFULLY. USE OF ALL, OR PART, OF THE SOFTWARE INDICATES THE USER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR, THE LIMITATIONS ON: USE IN SECTION 2; TRANSFERABILITY IN SECTION 4; WARRANTY IN SECTION 6; AND LIABILITY IN SECTION 7. THE USER AGREES THAT THIS AGREEMENT IS ENFORCEABLE IN THE SAME MANNER THAT ANY AGREEMENT THAT HAS BEEN NEGOTIATED AND UNDERSIGNED IS ENFORCEABLE. THIS AGREEMENT APPLIES TO THE USER AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED. IF THE USER DOES NOT AGREE TO THESE TERMS, THEY SHOULD NOT USE THIS SOFTWARE. IF THE USER WILL HAVE PURCHASED THE SOFTWARE ON TANGIBLE MEDIA (E.G., A CD) WITHOUT THE OPPORTUNITY TO REVIEW THIS LICENSE, AND SHOULD NOT AGREE TO THE TERMS OF THIS AGREEMENT, THE USER MAY OBTAIN A REFUND OF THE ORIGINAL PRICE PAID PROVIDED THAT: (A) THEY DO NOT USE THE SOFTWARE AND (B) THEY RETURN IT WITHIN THIRTY (30) DAYS FROM THE DATE OF PURCHASE TO THE DEALER FROM WHOM IT WAS BOUGHT IT, PROVIDING PROOF OF PURCHASE.

Definitions

1. "Software" means (a) the content of the files, the disk or disks, or the CD-ROM and other media outlined in this Agreement, including, without limitation, (i) software or information relating to MTX Electronics products or third parties; (ii) explanatory written materials or files ("Documentation") and (iii) characters ("font"); (b) upgrades, modified versions, updates, additions and copies of the Software licensed to the user by MTX Electronics (collectively, "Updates"). "Use" or "Using" means to access, install, download, copy or avail oneself, in any way, of the functionality of the Software in accordance with the documentation. "Permitted Number" means one (1), unless otherwise indicated under a valid license (e.g., a volume license) issued by MTX Electronics. "Computer" means an electronic device that accepts information in digital, or similar form, and processes it for a specific result based on a sequence of instructions. "MTX Electronics" refers to MTX Electronics of Salvatore Faro, the sole proprietor, with its headquarters on Via Bari, 19/B – Mascalucia – Catania – Italy.

Software License

2. Provided that the user complies with the terms of this Software License Agreement ("Agreement"), MTX Electronics grants the user a non-exclusive license to use the Software for the purposes described in the documentation.

2.1 General Conditions of Use. The user may install and use one copy of the Software on their compatible computer, on up to the the allowed number of computers.

2.2 Use and Distribution Via Server. Based exclusively on the terms provided by this Agreement, the user shall install one copy of the Software on a computer file server that belongs to their internal network, to be utilized solely and exclusively in the use of the Software (by an unlimited number of client computers in the internal network of the user) through (a) Network File System (NFS) for UNIX versions of the Software, or through (b) Windows Terminal

Services. Except as expressly permitted hereunder, any other use of the server or on the Software network is not authorized, including, without limitation, (i) direct use or through commands, through data or instructions from, or to another computer, or (ii) for internal network, internet or web hosting services.

2.3 Prohibition of Use in Virtual Environments. The Software may not be installed, executed, or otherwise used within any virtualized environment, including but not limited to virtual machines (VMs), virtual servers, emulators, or containerized platforms (e.g., Docker, VMware, VirtualBox, Hyper-V). Any use of the Software in such virtual environments is strictly prohibited, unless expressly authorized in writing by the Licensor.

2.4 Backup Copy. The user may make one backup copy of the Software, provided that it is not installed or used on any other computer. The user may not transfer their rights to backup copies unless they transfer all the rights to the Software, as provided in Section 4.

2.5 Use on Laptop or Desktop Computers. In addition to the single copy referred to in Sections 2.2 and 2.4, the primary user of the computer on which the Software is installed may make a second copy of the Software for their own exclusive use on a laptop or desktop computer at his/her home, provided that the copy is not used concurrently with the copy installed on the main computer.

Intellectual Property and Copyright Protection

3. The Software and all copies that MTX Electronics has authorized for utilization are the intellectual property of MTX Electronics and its suppliers. The structure, organization and the code of the Software are valuable trade secrets and confidential information that belong to MTX Electronics and its suppliers. The Software is protected by law, including, without limitation, the copyright laws of Italy and other countries and international treaty provisions. Except as expressly stated, this Agreement does not grant the user any intellectual property rights to the Software and all rights not expressly granted herein are reserved by MTX Electronics and its suppliers.

Restrictions

4. Notices. The user can not make copies of the Software except as provided in Section 2. Each copy of the Software made by the user must contain the same copyright notices and the same property declarations as those on the original copy of the Software.

4.1 Prohibition on Modifications. The user may not modify, adapt or translate the Software. The user also agrees not to reverse engineer, decompile, disassemble or attempt in any other way to discover the source code of the Software, except for the cases in which applicable law expressly permits decompiling, and in cases where this is necessary for the Software to work with another program and MTX Electronics, upon user request, has made such data available. MTX Electronics retains the right to impose reasonable conditions and to request a reasonable fee before providing such information. The information provided by MTX Electronics or obtained by the user through authorized decompilation may be used only for the purposes described herein, and may not be divulged to third parties or used to create software that is substantially similar to the concept of the Software.

4.2 Transfer. The user may not lease, rent, sublicense, assign or transfer their rights to the Software, or authorize total or partial copying of the Software onto other computers, except in the cases expressly provided for in this Agreement. The user may, however, transfer all their Software use rights to another person or entity, provided that: (a) the user transfers to such person or legal entity (i) this Agreement, (ii) the Software and all software components or hardware that is bundled or pre-installed with the Software, including all copies, updates and prior versions; (b) the user retains no copies of the Software, including backups and copies stored on a computer; and (c) the transferee agrees to the terms and conditions of this Agreement and to all terms and conditions upon which the user legally purchased the Software license. Notwithstanding the above, the user may not transfer copies of versions of the Software for educational purposes, pre-release versions, or demonstration copies, of which the sale is prohibited.

Updates

5. If the Software is an update to a previous version of the Software, in order to use it, the user must possess a valid license for the previous version. All updates are furnished via a license exchange system. The user agrees that by using an update they voluntarily terminate their right to use any previous version of the Software. As an exception to this rule, the user may continue to use previous versions of the Software after receiving the update only to facilitate the passage to the use of the latter provided that: (a) the update and previous versions are Installed on the same computer; (B) previous versions or copies thereof are not transferred to third parties or other computers unless all copies of the update are transferred to third parties or to another computer; (C) the user acknowledges that any obligations to provide assistance for any previous versions on the part of MTX Electronics's may lapse as soon as the update is made available.

WARRANTY DISCLAIMER

6. The Software is provided to the user "AS IS" and MTX Electronics makes no warranties on its use or its performance. MTX ELECTRONICS AND ITS SUPPLIERS MAKE NO WARRANTIES, NOR MAY THEY MAKE WARRANTIES, REGARDING THE FUNCTIONS OR RESULTS THAT THE USER MAY ATTAIN FROM THE USE OF THE SOFTWARE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH IT CAN NOT BE EXCLUDED OR IS LIMITED BY APPLICABLE LAW IN THE JURISDICTION OF THE USER, MTX ELECTRONICS AND ITS SUPPLIERS MAKE NO WARRANTY, CONDITION, REPRESENTATION OR TERM (EXPRESS OR IMPLIED WHETHER BY LAW, CUSTOM, USAGE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR PURPOSE. The conditions contained in Section 6 and Section 7 continue to be valid even after the termination of this Agreement, howsoever caused, but this shall not imply or create any continued right to use the Software after the conclusion of the Agreement.

LIMITATION OF LIABILITY

7. MTX ELECTRONICS AND ITS SUPPLIERS SHALL UNDER NO CONDITION BE HELD LIABLE BY THE USER OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS BY THIRD PARTIES, OR COSTS WHATSOEVER, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, LOST PROFITS OR FINANCIAL LOSSES, EVEN IF A REPRESENTATIVE OF MTX ELECTRONICS WERE TO BE APPRISED OF THE POSSIBILITY OF SUCH LOSSES, DAMAGES, CLAIMS OR COSTS. THE LIMITATIONS AND DISCLAIMERS ABOVE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN THE JURISDICTION OF THE USER. THE AGGREGATE LIABILITY OF MTX ELECTRONICS AND THAT OF ITS SUPPLIERS IN CONNECTION WITH THIS AGREEMENT WHETHER IN THE AGREEMENT OR IN THE CASE OF CONTRACTUAL OR EXTRA-CONTRACTUAL DAMAGES OR OTHERWISE (EXCEPT FOR DAMAGE CAUSED BY WILLFUL MISREPRESENTATION OR FRAUD) SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE. The provisions contained in this Agreement do not limit the liability of MTX Electronics to the user in the event of death or personal injury resulting from negligence or willful misconduct (fraud), or for damage caused by willful misconduct or gross negligence. MTX Electronics acts on behalf of its suppliers with regard to limitation of liability, exclusion and/or limiting obligations, warranties and liability as provided in this Agreement, but not for other purposes.

Intended Use and Legal Responsibility

8. The Software is intended exclusively for use on vehicles engaged in sports or competition activities on closed or restricted circuits, in accordance with applicable local laws and regulations. MTX Electronics expressly disclaims any and all liability for uses of the Software that violate the laws or regulations of the country or region in which it is used. It is the sole responsibility of the user to ensure compliance with all relevant legal requirements.

Applicable Law

9. This agreement is governed by the laws in force in Italy. With respect to any disputes in relation to this Agreement, the Catania court shall have exclusive jurisdiction. This Agreement shall not be governed by the rules on conflicts in law that determine the applicable law or the United Nations Convention on the International Sale of Goods, the application of which is expressly excluded here.

General Provisions

10. If any provision or part of this Agreement is found void or unenforceable, it shall not affect the validity of the other clauses or provisions, which shall remain valid and enforceable. This Agreement does not affect the statutory rights of consumer protection. This Agreement may only be amended in writing, with the document signed by an authorized representative of MTX Electronics. MTX Electronics may update user licenses under different or additional conditions. This is the final Agreement between MTX Electronics and the user relating to the Software and it supersedes any prior representation, discussion, undertaking, communication or notice relating to the Software.

Compliance with Usage License

11. The user commits, in the event that they be a company or organization, to document and certify within 30 days of the request by MTX Electronics or its authorized representative, that the Software being used at the moment of the request possesses a valid license.

Specific Exceptions

12. The user is required to take all reasonable measures to avoid and reduce damages, in particular to make backup copies of the Software and their computer data within the terms of this Agreement.

12.1 Additional Terms for the Pre-Release Versions of the Product. If the product that is received with this license is a commercial pre-release version or beta Software ("Pre-Release Software"), these are subject to the conditions listed below. Where the terms set out in this section are in conflict with any other term or condition in this Agreement, the first shall take precedence in relation to Pre-Release Software, but only to the extent necessary to resolve the conflict. The user acknowledges that the Software provided is a pre-release version that does not represent the end product of MTX Electronics and may contain bugs, errors and other problems that can cause system malfunctions or other, as well as the loss of data. Therefore, the Pre-Release Software is provided to the user "AS IS" and MTX Electronics disclaims any warranty or liability to the user. WHERE THE RESPONSIBILITY FOR THE PRE-RELEASE SOFTWARE MAY NOT LEGALLY BE EXCLUDED, BUT MAY BE LIMITED, THE LIABILITY OF MTX ELECTRONICS AND ITS SUPPLIERS SHALL BE LIMITED TO THE SUM OF FIFTY EUROS (50 Euros). The user acknowledges that MTX Electronics does not represent or make warranties that the software will be pre-announced or made available to anyone in the future, that MTX Electronics has no express or implied obligation to release or introduce the Pre-Release Software and MTX Electronics might not release a product similar to or compatible with the Pre-Release Software. Therefore, the user acknowledges that any research or development that he or she does with regard to the Pre-Release Software or any associated product is wholly at their own risk. During the period of validity of this Agreement, if requested by MTX Electronics, the user will inform MTX Electronics regarding testing results and on the using of the Pre-Release Software, including reports on any errors and malfunctions. If the Pre-Release Software is provided to the user with a written contract, the use of the Software is also governed by such Agreement. The user agrees that that they shall not sublicense, lease, lend, rent, assign or transfer the Pre-Release Software. Upon receipt of a later unreleased version of the Pre-Release Software or a version provided by MTX Electronics of a commercial version of the Software released to the public, whether it be a standalone product or part of a more complex product, the user agrees to return the product or destroy all previous versions of the Pre-Release Software received from MTX Electronics and comply with the terms of the license Agreement of such later versions of the Pre-Release Software.