

1. DEFINITIONS

Licensor: Rabotti S.r.l., headquartered at VIA INDIPENDENZA 44 - 28066 - GALLIATE (NO), VAT number 01365710035. granting the right to use the software under this agreement.

Licensee: The end user who agrees to the terms and uses the software.

Software: The computer program provided by Rabotti S.r.l., including any updates, add-ons, or associated documentation.

Rabotti Cloud: The online platform owned by Rabotti S.r.l. used to store and manage information collected by the Software.

2. OBJECT OF THE AGREEMENT

Rabotti S.r.l. grants the Licensee a non-exclusive, non-transferable, and revocable license to use the Software under the conditions set forth in this agreement. Use of the Software is subject to the payment of an annual license fee and compliance with the following clauses.

3. LICENSE OF USE

The Licensee may use the Software solely for the purposes allowed by its features.

The license is granted upon payment of an annual fee, as specified in the commercial contract or billing documentation.

Failure to pay the annual fee may result in usage restrictions as stated in the commercial contract.

4. AUTOMATIC DATA COLLECTION

The Software is configured to automatically collect data related to its operation, including, but not limited to, usage logs, operational parameters, errors, and performance metrics.

The collected information is automatically and securely sent to Rabotti Cloud and will be processed in compliance with applicable data protection laws (EU Regulation 2016/679 - GDPR). Use of the Software implies the Licensee's explicit consent to this feature.

5. INTELLECTUAL PROPERTY

The Software and all related intellectual property rights, including source code, graphical interface, and documentation, remain the exclusive property of Rabotti S.r.l.

The Licensee is not authorized to modify, decompile, disassemble, or otherwise attempt to derive the Software's source code.

6. USAGE RESTRICTIONS

The Licensee may not use the Software in violation of applicable laws or for purposes other than those set out in this agreement.

It is prohibited to distribute, rent, sublicense, or transfer the Software to third parties without written authorization from Rabotti S.r.l.

7. DURATION AND TERMINATION

The license is valid for 12 months from the activation date and can be renewed by paying the annual fee.

Rabotti S.r.l. reserves the right to terminate the agreement in the event of a breach of its terms by the Licensee.

8. LIABILITY

Rabotti S.r.l. shall not be liable for indirect, incidental, or consequential damages arising from the use of the Software.

The Licensee is responsible for ensuring their use of the Software complies with applicable regulations.

9. PRIVACY AND DATA PROTECTION

Data collected by the Software will be processed exclusively for product improvement, maintenance, and technical support purposes.

10. APPLICABLE LAW AND JURISDICTION

This agreement is governed by Italian law.

Any disputes arising from the interpretation or execution of this agreement will fall under the exclusive jurisdiction of the Court of Turin.

Acceptance:

By proceeding with the installation or use of the Software, the Licensee declares having read, understood, and accepted the terms and conditions of this license agreement.