

## Licence agreement of the software **Open City App**

1. Purpose: this licence agreement concerning the mobile application software called Open City App (hereinafter the "App") is a legal agreement (hereinafter referred to as "Contract") between Frigerio Viaggi S.r.l. based in Giussano (MB), Via Viganò n. 5, Tax ID 07215280152 and VAT 00851420968 (hereinafter referred to as Frigerio) and the user (hereinafter referred to as "Licensee"). This Contract refers to the App, as a software application, to the related support as well as to all data, files and information and/or any electronic documentation "online" (hereinafter collectively referred to as the "Contents") accompanying the App.

The Licence is granted to the Licensee free of charge until 31/12/2018 and it shall entitle the Licensee to access the Contents existing at App activation date and any Contents subsequently made available by Frigerio.

2. Acceptance of the conditions and terms of use of the App: by installing the App and the Contents on the mobile device, the Licensee acknowledges to be bound to comply with this Contract.

In the event that the Licensee is unable or unwilling to accept any term or condition of the Contract, he/she shall not download, open and in any case install or use the App on the mobile device of which he/she guarantees to be the owner or legitimate possessor, nor shall he/she download and use the Contents.

3. Frigerio Responsibility: the Licensee acknowledges that the App and the Contents are the property of Frigerio. Frigerio expressly warns the Licensee not to rely on the possibility that the App functions correctly at all times or that it renders high performances also in relation to the Contents made accessible through it, as this is a recently released software product that needs further improvements and functional evolutions.

The Licensee makes him/herself available to provide information with interviews regarding the disadvantages that Frigerio representatives have had in relation to the overall experience of interacting with the App and the Software Contents.

The Licensee has consented to the processing of personal data with a separate declaration.

4. Granting of the User Licence: in accordance with the terms and conditions of this Contract, Frigerio grants the Licensee a non-exclusive and non-transferable licence (without the right to grant sub-licenses to third parties) for the use of the App and the Contents. This Licence gives rise to the following attribution:

- (i) The right to install, maintain and use the App and the Contents on your mobile device free of charge until the end of the period of use expiring on 31/12/2018. It is hereby specified that the costs of connection and data traffic with the mobile device for downloading the App and the Contents and for their use, through the operators of the mobile telephone network or wireless connection, are the exclusive responsibility of the Licensee.

5. Limitations of rights arising from the licence: without prejudice to the attributions referred to in paragraph (i) above, the Licensee may not:

- (a) Modify or create derivative works of the App and the Contents, including the use, copying, extrapolation, translation or use in any form of the Contents that are published and transmitted individually through the App. Any use of the App and the Contents different from that specified in the Contract shall be considered as a derivative work in violation of the rights of Frigerio;
- (b) Copy the App, except for the possibility of downloading it for installation on the mobile device of which the Licensee is the owner or the legitimate possessor;

- (c) Separate the App or part of it from its Contents or from part of them, since the whole of the App and the Contents is to be understood as a unit product, in all the components and features that characterize the software as a whole;
- (d) Reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the App, of which Frigerio is the owner;
- (e) redistribute, sell, rent, lease, sublicense, share the time of use of the App or the provision of content and features with other parties or otherwise transfer rights to or in any unauthorized software or device;
- (f) Materially transfer the App and the Contents to other third-party devices;
- (g) In consideration of the granting of free use, disclose to anyone and in any form whatsoever any screen shots obtained from the execution of the App, results, personal comments, bugs, problems, spelling mistakes or any information on the App and the Contents without Frigerio express written consent.

6. Assistance for the Software: Frigerio is not subject to the obligation to provide the Licensee with any technical assistance under the terms of this licence and provides no guarantee that errors or discrepancies specific to the App will be corrected during the free use period granted to the Licensee.

7. Property and copyright of the App and Contents: the ownership of the App and of the Contents and of any copies are owned by Frigerio. The Contents of the App are subject to Italian copyright protection and to the applicable international treaty provisions. The Licensee agrees to prevent unauthorized copying of the App and Contents. Without prejudice to the rights of use governed by this Contract, Frigerio does not grant to the Licensee any express or implied rights over patents, copyrights, trademarks or confidential business information.

8. Termination of the rights arising and deriving from the conclusion of this Contract: the licensing rights of the Licensee arising from this Contract and any related and descending situation shall cease upon the occurrence of any of the following facts:

- (a) Interruption by Frigerio of the provision of data and support allowing the functioning of the App and the use of its Contents;
- (b) Expiry of the final term of free use;
- (c) Termination of the Contract by Frigerio due to the violation of one or more of the obligations agreed upon by the Licensee. The Contract may be terminated at any time, in the event of even only one of the above-mentioned breaches, upon written notification to the Licensee. In such an event, the Licensee shall be obliged to cease use and immediately uninstall the App with the Contents from his/her mobile device, erasing any back-up even if stored on a cloud or similar service provided by a third party. Nothing in this Contract relieves the Licensee from being held liable for any damages resulting from any violation of the obligations agreed upon, even in cases where Frigerio has other legal remedies other than the termination of the Contract. The Licensee acknowledges that the violation on his/her part of even one clause of this Contract may result in a substantial reduction in the value of Frigerio's intellectual property rights and may irreparably damage the latter.

9. Limitation of Liability: the granting of the free user licence of the App and Contents to the Licensee shall not generate any obligation on the part of Frigerio to again grant the Licensee the free-of-charge user licence for the use of the App and Contents after the expiry of the term on 31/12/2018. Similarly, the granting of the licence governed by this Contract shall not produce the obligation on the part of Frigerio to continue developing, producing, supporting, repairing, offering for sale or keeping the App and Contents in any other way accessible to the Licensee or to any other party even during the free use period granted to the Licensee or thereafter. The App and its Contents are provided "as is" (in the state in which the software application and its Contents are) without any guarantee whatsoever for the Licensee, either expressed or implied, including

warranties of fitness for the purpose for which they are intended.

The Licensee entered into this Contract with Frigerio and therefore receives the App and the Contents in electronic form free of charge; accordingly, the Licensee withdraws the right to any claims against Frigerio for remuneration, indemnity or expenses or similar items for the activities that he/she will carry out by using the App.

Frigerio shall not be held responsible under any circumstances for damages, including without limitation, any damages from loss of profit, loss of chance, interruption of activity, loss of information or blocking of the mobile device, due to the use of the App and the Contents or to the inability of the Licensee, acting under his/her sole responsibility, to use the software.

10. Law applicable to the Contract: The Licensee acknowledges that the App and the Contents originate in Italy and that this Contract is governed exclusively by Italian law.

11. Whole Contract: this Contract constitutes the complete and exclusive contract between Frigerio and the Licensee and it replaces any and all previous communications, proposals, representations, understandings or agreements, either oral or written that may have occurred between the aforementioned parties. The acceptance of this Contract in electronic form by the Licensee constitutes a manifestation of will resulting in the conclusion of the licence agreement with Frigerio.

12. Amendments to the Contract: this Contract may not be amended or modified, except in writing with a declaration duly signed by an authorized representative of Frigerio and by the Licensee.

Frigerio Viaggi Srl

The Licensee

Pursuant to and in accordance with articles 1341 and 1342 of the Italian Civil Code, the Licensee declares to accept, after having taken separate and careful reading, the clauses of the Contract referred to in the following articles: (5) Limitation of rights arising from the licence; (6) Absence of the obligation on the part of Frigerio to provide technical assistance; (9) Limitation of liability.

The Licensee