 DEFINITIONS.

1.1 "Software". The software product object of this License Agreement.

1.2 "Documentation". Any Giovanni Di Sirio's published user manuals relating to the Software in a specific version number.

1.3 "Error" means any failure of the Software to operate in conformance with the Documentation in any material respect.

1.4 Software's "Source Code". Source Code means the Software fully documented in its source code, human readable, form, including source files, header files, template files, data files, documentation files and any other readable file included in the Software distribution media.

1.5 Licensee's "Product". Product means a combined hardware/software product wherein Licensee is using the Software in its intended manner to support application software.

1.6 "Use" of Software. Use of the Software is defined as any activity requiring access to the Software like compiling, studying, modifying or accessing in any other way the Software Source Code or Documentation.

1.7 "Modification" of Software. Any change to the Software Source Code that changes the source digital signature or the compiled binary image.

1.8 "Update" of Software. Any officially released, digitally signed, Modification or Enhancement to the Software.

1.9 "Enhancement" of Software. Any change to the Software Source Code that adds a new functionality not originally present in the Software.

1.10 "Fix" of Software. An Update specifically addressing a defect into Software.

1.11 "Site". Licensee's workplace. Persons working within a radius of 2Km of a specified address can be considered as working on Site.

 LICENSE GRANT.

2.1 This is an agreement between Licensor and Licensee, who is being licensed
2.2 Licensee acknowledges that this is only a limited non-exclusive license. Licensor is and remains the owner of all titles, rights, and interests in the Software including all Enhancements, Modifications, and Updates made to the Software. Licensee further agrees to honour and protect the proprietary rights and copyrights of Giovanni Di Sirio, which are associated with the Software.

3 LICENSE DETAILS.

3.1 This license allows development of multiple Products and unlimited deployment.

3.2 Licensee is given the right to modify the Software Source Code. Such changes are not covered by any warranty from Giovanni Di Sirio.

3.3 This license is restricted to a single Licensee company Site. Use of the Software is allowed to the on-site developers only.

3.4 Product Fixes are only granted within the support period and within the licensed product branch. A product branch is identified by its two first fixed version numbers, for example 2.2.x.

3.5 Empty.

4 RESTRICTIONS ON USE.

4.1 Licensee agrees to not use the Software to produce a product serving the same or similar purpose as Software and offered in competition with the Software.

4.2 Licensee agrees to safeguard the confidentiality of the Software Source Code with at least the same degree of care as used for its own confidential property.

4.3 Licensee agrees to not give copies of the Software code or Documentation to others. Licensee also agrees to not transfer this license to other person or company without explicit, in written, permission by Giovanni Di Sirio.

4.4 Licensee may make copies of the Software files for internal use on the development project. All such copies must bear the copyright notice of Giovanni Di Sirio.

5 WARRANTY.

5.1 Disclaimer of Warranty.
Giovanni Di Sirio warrants that, for six months from the date of shipment, the Product shall operate substantially in accordance with the published functional specifications current at the time of shipment. NO OTHER WARRANTIES. Giovanni Di Sirio DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS.

5.2 If, during the warranty period a functional deviation to the product is found, Giovanni Di Sirio will use reasonable efforts to correct the deviation within a reasonable time after notification by the user and to provide free updates.
5.3 Defective materials will be replaced, free of charge, for a period of 90 days from receipt.

5.4 If not satisfied, Licensee may return the Software within a period of 30 days, from receipt, for a full refund. Licensee must certify, in writing, that all copies of the Software have been returned or destroyed.

6 LIABILITY.

6.1 Limitation of Liability.
ANY LIABILITY, FOR ANY CAUSE, OF SELLER OR VENDOR WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REFUND OF THE PURCHASE PRICE.

6.2 Giovanni Di Sirio represents that it is the sole owner of all intellectual property rights necessary in order to manufacture and sell Software or otherwise has all necessary rights to manufacture and sell Software without violating intellectual property or other rights of any third party, to the best of its knowledge, and that there is currently no actual or threatened claim by any third party based upon any alleged violation of any such rights by Giovanni Di Sirio in connection with the manufacture or sale of the Software.

7 TERM AND TERMINATION.

7.1 This agreement may be terminated by Giovanni Di Sirio on evidence that it has been breached by Licensee and upon Licensee's failure to cure any such breach within 30 days after written notice thereof. Licensee may terminate by returning the Software, destroying all copies of the Software, and by certifying, in writing, that it has done so. Even so, paragraph 2.2 will remain binding upon Licensee in perpetuity.

8 GENERAL.

8.1 This agreement is governed by the Italian laws. Any dispute is to be submitted exclusively to the Court of Avellino (Italy).

8.2 A copy of this agreement and attachment, if any, has the same effect as the original.

8.3 This License Agreement is valid without Licensor's signature. It becomes effective upon the earlier of Licensee's signature or Licensee's Use of the Software.