

LICENSE AGREEMENT FOR THE USE OF CLOUD COMPUTING SOFTWARE

General conditions of the CLOUD SOFTWARE LICENSE AGREEMENT COMPUTING.

1 - SUBJECT

1.1 ENGSOFT SRL undertakes to provide the Customer, who accepts, with the cloud service computing access and use of the GEOSTRU 365 software (hereinafter "GEOSTRU 365") and of the applications connected to it with an assistance service, under the conditions below agreed (hereinafter the "Service").

1.2 The Service will allow the Customer to use the GEOSTRU 365 software according to the its own functions for the purposes related to the professional and working activities of the Client, in compliance with the technical limitations of GEOSTRU 365, without prejudice to the provisions of art. 7.2.

1.3 The GEOSTRU 365 supply contract and the Service is governed exclusively by the these general conditions and the special conditions contained in the order form, such as by way for example, the consideration and payment methods.

1.4 The service supply contract is considered finalized with the subscription for acceptance by ENGSOFT SRL of the order form prepared.

2 - METHOD OF DELIVERY AND USE OF THE SERVICE

2.1 The access account to the Service reserved for the Customer will be activated, giving it communication by e-mail to the address indicated by the latter, containing the credentials of access to the Service reserved for the Customer (username and password). The Customer undertakes not to disclose, transfer or allow the use of the aforementioned access keys to third parties and keep them with the utmost care and diligence, being the sole responsible for their custody and use. The Customer accepts and acknowledges, as of now, as his own every use and operation of the

Service (connection, modification, data registration or other) that will be carried out with yours access keys. The Customer accepts that, as regards the attestation of all operations carried out from your login account, only the logs of ENGSOFT SRL.

2.2 Once you have accessed the Service, the Customer may, in compliance with this contract, use GEOSTRU 365 and record information and data relating to GEOSTRU

functionality 365 in personal memory areas. It is forbidden for the Customer to record in memory areas within the Service, information or data other than those inherent to the functionality of GEOSTRU 365.

2.3 The duration of the annual contract is the maximum that can be signed, therefore purely indicative: for the actual duration of the service the amount of the invoice issued by ENGSOFT SRL is valid, as well as the date of payment, calculated according to the agreed deadline with the Customer, or available.

2.4 ENGSOFT SRL will cease providing the Service at the time of the expiry of this contract at the date agreed with the Customer.

2.5 Following the termination of the Service, ENGSOFT SRL will have no obligation to storage of data, information and content recorded by the Customer on GEOSTRU 365 and will not be liable in any way for any of their possible damage, alteration, loss, even partial.

2.6 After 15 (fifteen) days from the date of termination of the Service, ENGSOFT SRL will permanently delete any data and information recorded and stored by the Customer. In no way and for no reason ENGSOFT SRL will be liable to data, information and content deleted from the Customer's account and made unrecoverable.

2.7 The Customer accepts that the Service will be suspended for the execution of technical interventions aimed for the maintenance and/or updating of the Service, GEOSTRU 365 and resources on which it is dispensed. ENGSOFT SRL will be required to give the Customer communication of such suspensions with a notice of 5 (five) days by e-mail or other electronic systems, with an indication of the estimated timing for the restoration of the Service.

2.8 The Customer acknowledges that the Service is based on a constantly evolving technology, therefore accepts that ENGSOFT SRL makes changes to the technical characteristics and agreed upon in this contract that affect the usability of GEOSTRU 365 by the customer (as an example, change of technology of hardware components of devices, expansion of the processing capacity and/or storage). ENGSOFT SRL will inform the Customer by e-mail of changes introduced, with the relevant information for the best use of the Service as well modified. The changes will take effect after 10 (ten) days from the date of sending the email, unless in the meantime the Customer has communicated that he wishes to withdraw from this from this contract by e-mail.

2.9 ENGSOFT SRL may vary the technical characteristics, the systems, the resources for effect of the technological evolution of hardware and software components, ensuring the customer same functionality, even without communicating anything to the Customer.

3 - CUSTOMER OBLIGATIONS

3.1 The Customer is required to access and use the Service and to use GEOSTRU 365 exclusively as part of his work and in any case for lawful purposes and legitimate, with the work activity and in any case for lawful and legitimate purposes, with the maximum diligence, in strict compliance with applicable laws and regulations, and the provisions of this contract and its annexes, without prejudice to the rights and interests of ENGSOFT SRL and third parties.

3.2 The Customer is solely responsible for each operation carried out in the use and management of the Service and GEOSTRU 365. The Customer disclaims ENGSOFT SRL from any responsibility for the operations performed in the use of the Service and GEOSTRU 365 and for any direct or indirect damage to persons or property resulting from such operations, committing to keep ENGSOFT SRL harmless from any contestation and request compensation or any other kind advanced by third parties for such operations.

3.3 Unless otherwise agreed in writing in the order form, the Customer declares to be the sole and exclusive user of the Service and solely responsible for the content of the information, texts and data recorded, stored and transmitted with GEOSTRU 365. The Customer hereby indemnifies ENGSOFT SRL from any liability for such contents and for any direct or indirect damages to persons or things arising from the use of said contents, by undertaking to indemnify ENGSOFT SRL from any contestation and claim for compensation or any other kind advanced by third parties for such contents.

3.4 The Customer acknowledges that the processing of data, information and content carried out by him in the use of GEOSTRU 365 and their dissemination on the Internet are carried out at his sole risk, without any liability for ENGSOFT SRL.

3.5 The Customer acknowledges and accepts that the Service is provided through the Internet network which is not controlled by ENGSOFT SRL, which does not ensure that the performance and functionality of the network structures are constantly monitored or that the content of the information transmitted over the network is controlled. ENGSOFT SRL is not liable for any reason, nor is it required to take action to eliminate them, for any information and illegal content that may be transmitted by third parties or received for any reason within the Service.

3.6 The Customer shall promptly inform ENGSOFT SRL of any unauthorised use of his account, his access keys or any other breach of the security of the Service. In case of theft

and/or loss of the access keys, the Customer must immediately give written notify to ENGSOFT SRL, so that they provide for deactivation and replacement.

3.7 The Customer may grant access to the Service and use of GEOSTRU 365 only to its own personnel or collaborators who have undertaken in writing to comply with all obligations deriving from this contract. It is understood that the Customer will be liable to ENGSOFT SRL for any breach of this contract or illegitimate or illegal act committed by its staff or collaborators or other authorized users. ENGSOFT SRL reserves the right to take legal action against the Customer if the latter breaches this agreement at any point.

4 - OBLIGATIONS OF ENGSOFT SRL

4.1 ENGSOFT SRL, while ensuring a seamless functionality 24-hour/day, seven-day/week, throughout the duration of the contract in accordance with the terms of this contract, will ensure maintenance and service only for office hours, from Monday to Friday.

4.2 ENGSOFT SRL remains totally unrelated to the activity of the Customer and is not subject to oversight obligations on the use by the Customer of the Service and GEOSTRU 365.

4.3 ENGSOFT SRL is not liable for the data, information and content entered, transmitted or processed by the Customer in GEOSTRU 365 and in general for the use made by the same GEOSTRU 365 and reserves the right to adopt any initiative and action, to protect its rights and interests and third parties, including the communication to interested parties of the data useful to allow the indication of the Customer.

4.4 ENGSOFT SRL is not liable for the use made by the Customer of GEOSTRU 365 in relation to situations of particular relevance and criticality that involve, for example, risks to other servers, third parties and third-party data.

4.5 ENGSOFT SRL declares that it is equipped with suitable tools to effectively protect the security of information from a physical, IT and organizational point of view.

4.6 The Customer accepts that the liability of ENGSOFT SRL for any incorrect provision of the Service is limited to the amount paid by the Customer for the duration undersigned. Nothing else will be due by ENGSOFT SRL as compensation, indemnity or other title.

4.7 In any case, ENGSOFT SRL shall not be liable in any way for indirect damages claimed by the Customer, such as loss of earnings, loss of data, loss of turnover, loss of chances.

5. ASSISTANCE

5.1 The ordinary and evolutionary maintenance, revision and update of GEOSTRU 365 are included in this contract of supply of the Service. Without prejudice to the fact that ENGSOFT SRL has no obligation to update and further develop GEOSTRU 365, ENGSOFT SRL will inform the Customer, by means of electronic notices, of the updates and revisions issued with reference to GEOSTRU 365. All the provisions of this Agreement shall apply to GEOSTRU 365, thus updated or revised.

5.2 For the entire duration of this contract ENGSOFT SRL will provide the Customer with assistance for the resolution of problems of access and use of the Service and operation and use of GEOSTRU 365. Requests for assistance and information may be forwarded, preferably in the written form, to the contact details provided on the order form. The assistance services are provided by ENGSOFT SRL or its agents during the working days in the hours indicated on the service portal geostru.eu, with the utmost diligence and punctuality, consistent with their needs and work commitments. In order to allow the provision of assistance, the Customer will be required to provide ENGSOFT SRL with access keys, if requested. ENGSOFT SRL does not guarantee that, through the assistance services, all problems of access and use of the Service and operation and use of GEOSTRU 365 can be solved.

5.3 The assistance services do not include activities other than the resolution of the aforementioned problems of access, operation and use, such as by way of example, changes to GEOSTRU 365, development of personalized programs, recovery of Customer archives, connection to different programs, interventions at the customer's premises. These activities, as well as any other activities not included in the contract of supply of the Service, will be provided by ENGSOFT SRL at the rates in force from time to time, which will be communicated to the Customer at his request.

5.4 Unless otherwise agreed in writing, ENGSOFT SRL shall not be required to provide the Customer with training in the updates and revisions of GEOSTRU 365.

5.5 Unless otherwise agreed in writing in the order form, the training of the Customer's staff is excluded from this contract.

5.6 ENGSOFT SRL will not be liable in any way for the loss and damage of data, information and content on GEOSTRU 365 during the aforementioned assistance and additional services.

6 - SUSPENSION OF THE SERVICE

6.1 In addition to the cases referred to in art. 2.4 and 2.7, ENGSOFT SRL may at its own discretion, even without notice, suspend the Service if:

6.1.1 The Customer shall be in breach of any provision of this contract, including the attachments;

6.1.2 ENGSOFT SRL has reasonable grounds to believe that the Service is used by unauthorized third parties;

6.1.3 There are cases of force majeure or circumstances which, in the unquestionable judgment of ENGSOFT SRL, require urgent action to be taken, in particular to resolve safety problems and to prevent or avoid dangers for the entire network or for persons or things;

6.1.4 The Customer is involved, for any reason, in a judicial or extrajudicial dispute of a civil, criminal, administrative nature even with third parties, in particular when the dispute concerns the Service or GEOSTRU 365;

6.1.5 The suspension is requested by the judicial authority. ENGSOFT SRL reserves the right to restore the Service when it considers that the causes that led to the suspension have been overcome and eliminated.

6.2 In case of suspension of the Service attributable to the Customer, the suspension period will not be refunded or recovered in any way and ENGSOFT SRL is entitled to compensation for damages suffered by the Customer's conduct.

6.3 In case of suspension of the Service attributable to ENGSOFT SRL, the duration of this contract will be proportionately extended by the number of days in which the Service has been suspended, without the Customer being able to claim any compensation, refund or indemnification of any kind.

7 - GUARANTEES

7.1 ENGSOFT SRL guarantees that the Service will be provided and that GEOSTRU 365 works in accordance with the illustrative documentation. The Customer acknowledges that the version of GEOSTRU 365 usable through the Service can be improved and subject to improvements and evolutions.

7.2 ENGSOFT SRL does not guarantee the suitability of the Service and GEOSTRU 365 for the specific purposes of the Customer nor its adaptability to the reality and business activity of the Customer, which are the sole responsibility of the Customer, who declares that they have received a detailed illustration of the operation and functionality of the

Service and of the GEOSTRU 365 from ENGSOFT SRL and to have deemed them compliant with their professional and working needs.

7.3 ENGSOFT SRL does not guarantee that the provision of the Service and the operation of GEOSTRU 365 take place without interruptions or errors or in any way in all possible combinations of use, nor that any errors or defects can be remedied.

7.4 ENGSOFT SRL shall not be liable in any way for the failure or partial use of the Service and operation of GEOSTRU 365 caused by the original or supervening lack of technical characteristics.

7.5 The liability of ENGSOFT SRL is excluded, except in cases of intent and gross negligence, for damages of any kind and for any reason, including those deriving from the use or non-use of the Service, from the use or non-use of GEOSTRU 365, from the loss of business, data loss, activity suspension. In any case, the liability of ENGSOFT SRL cannot exceed the amount of the 50% annual fee paid by the Customer.

8 – CONSIDERATION

8.1 For the provision of the Service, the Customer is required to pay to ENGSOFT SRL the amount provided in the order form, according to the methods indicated therein.

8.2 The Customer shall not suspend the payment of the fee for any reason, even in the event of disputes about the provision of the Service and the operation of GEOSTRU 365.

8.3 Failure to pay the fee beyond the deadline of 15 (fifteen) days from the deadline determines the right for ENGSOFT SRL to suspend the Service, without prejudice to compensation for damages, and without prejudice to its right to claim the fulfillment, that is to terminate this contract by communication by ordinary e-mail, to the same email used when registering for the Service by the user, without the need for default.

9 - DURATION - TERMINATION

9.1 Unless otherwise agreed in writing in the order form, this contract is valid for one year from the date of sending the access keys, without tacit renewal for the same duration on its expiry.

9.2 ENGSOFT SRL may terminate this contract with immediate effect in case of non-regularisation or fulfillment of the notice addressed to the Customer indicating the deadline of 10 (ten) days for compliance with the other obligations referred to in the contract.

10 - INTELLECTUAL PROPERTY

10.1 The Customer is required to use the Service in compliance with the intellectual property rights ENGSOFT SRL.

10.2 This agreement does not involve the assignment to the Customer of any ownership rights on GEOSTRU 365. ENGSOFT SRL is the sole owner of the property rights, including intellectual rights, on GEOSTRU 365, as well as the moral rights and those of economic use, including the right of reproduction, translation, adaptation, transformation, modification and distribution in any form and without limitation, including the sale and rental of its copies and its modified or updated versions. The ownership of all object codes and all source codes of GEOSTRU 365 remains with ENGSOFT SRL, as well as all elements, components, applications, versions, developments, updates and software connected or derived from GEOSTRU 365, which may be used by the Customer through the Service.

10.3 This contract does not grant the Customer any rights or definitive title on GEOSTRU 365. Unless otherwise agreed in writing, the Customer shall in no way dispose of it, make it subject to a license or allow its processing or otherwise transfer or in any other way make available to third parties GEOSTRU 365, whether for consideration or free of charge. The Customer will not be able to reproduce, translate, adapt, transform, modify GEOSTRU 365 or any part thereof, nor will be able to cause or allow its decompilation or disassembly, nor will be able to assign third parties to perform such activities. Not even the Customer can make backups or archive copies of GEOSTRU 365 for backup purposes.

10.4 All techniques, algorithms and procedures contained in GEOSTRU 365 and its documentation are confidential information owned by ENGSOFT SRL.

10.6 ENGSOFT SRL, should it become aware of improper use of GEOSTRU 365 or of the violation of the prohibitions outlined in this article, may terminate this contract without the need for formal notice, by written communication to be sent by ordinary mail to the address used during registration with the Service, with the right to retain definitively the amount received, as partial compensation for damages suffered, and to request further damages suffered.

11 - APPLICABLE LAW AND JURISDICTION

11.1 This agreement is governed by the law of the Romanian State.

11.2 Any dispute between the parties regarding the interpretation, validity, execution and termination of this contract is the exclusive jurisdiction of the court of Cluj-Napoca (Romania).

12 – VARIOUS

12.1 This contract is an integral and complete expression of the agreements between the parties and totally replaces any previous agreement, written or verbal, between them. Any modification of this contract must result from an act signed by both parties.

12.2 The possible nullity of one or more clauses of this contract shall not result in the nullity of the contract as a whole, unless the null parts are of an essential nature.

12.3 It is forbidden for the Customer to transfer this contract to third parties without the prior written consent of ENGSOFT SRL.

13 – PRIVACY

13.1 The parties sign this contract giving reciprocal acknowledgement of having received from each other the information on the processing of data pursuant to art. 13 of EU Regulation 679/2016. The parties authorize each other to communicate to professionals they trust or to the competent authorities of the data necessary for the fulfillment of the law and administrative or legal issues that are relevant for the management of the relationship.

13.2 The Customer is the sole holder pursuant to European Regulation UE679/2016 of the processing of data entered or processed in his account of access to GEOSTRU 365, with exemption for ENGSOFT SRL. from any fulfilment or obligation in this regard.

_____, there _____

The Customer,

ENGSOFT SRL,
(Legal Representative)

The Parties declare that they specifically approve the clauses mentioned in Articles: 1 (object), 2 (methods of delivery and use of the Service), 3 (obligations of the Customer), 4 (obligations of ENGSOFT SRL.), 5 (assistance), 6 (suspension of the service), 7 (guarantees), 8 (consideration), 9 (duration - termination), 10 (intellectual property), 11 (applicable law and jurisdiction), 12 (various), 13 (Privacy).

_____, there _____

The Customer,

ENGSOFT SRL,
(Legal Representative)