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USER LICENCE CONTRACT

1) PURPOSE OF THE CONTRACT. The purpose of this contract is the concession to the Customer of the exclusive, non-transferable use of the software package and the relative documentation and user manuals.

2) CHOICE OF THE SOFTWARE PACKAGE. The Customer is solely responsible for the choice of the package. It is the Customer's exclusive responsibility and duty to ensure that the equipment for which the program is intended has a compatible configuration for its operation.

3) GUARANTEES AND RESPONSIBILITIES. The Supplier exclusively guarantees that the program is fully capable of performing the operations provided for and illustrated in the technical descriptions and the Customer recognises this product as being suited to his needs. The Supplier guarantees the procedures and programs for a period of 12 months during which he exclusively

undertakes to replace any program, magnetic medium or documentation that show faults or defects. This guarantee excludes all interventions due to faults and malfunctions of the computer or its operating system or to use that does not comply with the provisions of the technical documentation. The following services are excluded from the guarantee and will therefore be charged to the Customer: A) interventions to deal with malfunctions of the procedures and programs attributable to the Customer's non-compliance with the operating standards; B) modification of the procedures and/or programs by the Customer or their incorporation in other procedures and/or programs; C) negligence and/or carelessness by the Customer or his personnel; D) events due to third parties or force majeure; E) errors by the Customer complaining of malfunctions that do not exist in reality; F) recovery of files damaged by malfunction of the procedures and programs, without regard to the reasons that caused said malfunction. In the case of faults at source, the Supplier is only required to replace or adapt the procedures and programs, with the exclusion of any other obligation or responsibility. The Supplier declines all and any responsibility for direct or indirect damage, regardless of its cause, suffered by the Customer or by third parties due to the use or non-use of the procedures and programs covered by this contract.

4) FUNCTIONAL CHECKS - TEST. Fifteen days after delivery, unless complaints have been received from the Customer, the program is to be considered totally accepted and operational.

5) SOFTWARE USAGE METHOD. The Customer acquires the right to use the software package. Should the Customer require to use the program on several computers, he must purchase the same number of

user licences as there are computers from the Supplier. The Customer is only authorised to make copies of the procedures and programs for backup and recovery purposes. The user licence gives the Customer the right to acquire the program in object format only; thus the Customer can never demand the right of having them in source language or of being provided with the logical and design documentation. If during the life of this contract, the Supplier provides the Customer with additional products and extra, integrating, corrective, update or replacement materials for one or more procedures or programs covered by this present contract, without a specific contract being stipulated for them, the user licence for said products and materials will be regulated by this present contract.

6) OWNERSHIP OF THE SOFTWARE PACKAGE. The program covered by this present contract remains the exclusive property of the Supplier or of his own suppliers. The Customer undertakes to maintain maximum confidentiality as regards the procedures or program covered by this contract and to use all suitable measures to guarantee the Supplier's rights of ownership.

7) TRANSFER PROHIBITION. The Customer is prohibited from transferring the package or use of same, transferring it for use or making it available in any other way to third parties, either free or for payment. The Customer is prohibited from copying all or part of the package covered by this contract, either in printed form or in computer readable form. This prohibition is extended to the documentation and the user manuals.

8) SECRECY - MODIFICATIONS. The Customer undertakes to keep the

content of the procedures and programs secret and to safeguard the rights of ownership of the Supplier or of his own suppliers. The Customer undertakes not to modify the procedures and programs and not to include them, in whole or in part, in other procedures or programs.

9) COMMUNICATIONS. Any communication between the parties relative to this contract must be sent by registered letter with recorded delivery.

10) DURATION. The duration of this contract is unlimited.

11) RESCISSION AND PENALTY CLAUSES Should this contract be rescinded by the Customer, same undertakes to pay the Supplier the full sum agreed. This contract is to be considered rescinded with immediate effect by means of a recorded delivery registered letter in the following cases: A) infringement by the Customer of the obligations defined in points 5), 6), 7) and 8); B) the Customer's failure to meet the payment terms; C) the Customer's failure to comply with any one of his other obligations following written notice from the Supplier to comply with them. The contract will lapse with immediate effect should one of the parties cease operating or if one of the parties is declared bankrupt, namely the instigation of composition with creditors, temporary receivership or any similar procedure.

12) RETURN OF THE PRODUCTS. In the case of cancellation of the individual user licences or of the rescission of this contract by either of the two parties, the Customer must immediately return to the Supplier, at his own expense, all copies of the procedures and programs covered by the cancelled licence, namely all the

procedures and programs together with the technical documentation and user manuals.

13) FINAL CLAUSES. This contract covers all the areas of the rights and obligations of the Customer and Supplier as regards the purpose of the contract itself. Any prior and different written and/or verbal agreement between the parties is to be taken as annulled and without any effect. Any modification to the conditions and terms of this present contract must be in writing, otherwise it will be invalidated. The Court of Bergamo will adjudge any dispute.