



END USER LICENSE AGREEMENT

By using the software provided by NextFEM SRLS, user explicitly agreed to the following terms and conditions. The contents of NextFEM website and of the supplied software, including the following license terms, could be changes and/or updated at any time. By using the software supplied by NextFEM SRLS or our website, the privacy policy of NextFEM SRLS, published on <https://www.nextfem.it/it/privacy-policy/>, is accepted.

Art. 1 – User license –

1. On the basis of the following terms and conditions, NextFEM SRLS, in the person of its in office pro tempore legal representative (specified as “Company” or “Licensor” in the following), grants to the Customer (“User” or “Licensee” in the following) the license to use the software (or “Program” or “Programs” in the following) provided by NextFEM SRLS, for PC and for Windows® operating system, including manuals and documentation. The license hereby granted is not exclusive and not transferable in any case.

2. The present agreement does not transfer to the Licensee the source code of the supplied software, neither the logic and/or design documentation.

Art. 2 – Duration – Agreement termination –

1. The present agreement is valid for one year, starting from the license issue date. At the end of the year, this agreement will be considered automatically rescinded, unless a renewal request by the Customer is received by NextFEM SRLS via email at licensing@nextfem.it at least 30 days before the license expiration, or unless the Customer buys the renewal. Different conditions may apply for Educational licenses.

2. NextFEM SRLS has the right to terminate earlier the present agreement due to gross negligence or wilful misconduct of the Customer and/or for violations of the present agreement. Termination will be communicated via email to the address supplied by the Customer during registration onto the Company’s website. In any case, the Licensor has the right to the compensation for damage.

Art. 3 - License delivery -

1. The free software provided by NextFEM SRLS which is freely available can be independently downloaded by the Customer from the site nextfem.it.

2. The paid software provided by NextFEM SRLS which is subjected to a fee can be independently downloaded by the Customer from the site nextfem.it. License request are fulfilled by the Licensor in the indicative and not binding term of 7 days after the reception of the payment. Different conditions may apply for Educational licenses.

3. In any case, NextFEM SRLS is not responsible of any damage directly or indirectly connected to delays not dependent on its will during the release of the license.

Art. 4 – Installation -

1. NextFEM software is auto-installing. Once the installation is performed, the software is considered as accepted by the Customer.

2. Any other service (e.g. installation, verification, assistance requested by the Customer to let his employees to use NextFEM software) will be performed by NextFEM SRLS after a Customer’s request and in any case after a quotation made by NextFEM Srls and its acceptance by the Customer.

3. The Customer is solely responsible that his technological equipment (hardware and software) meets the minimum and essential requirements to install and use the software, as indicated in the users’ manual included in the program.

Art. 5 – Programs usage –

1. The Customer must use NextFEM software for lawful and legal purposes.

2. The Customer undertakes to not remove or alter any trademarks, serial number or other information related to right reservation, which are included in software produced by NextFEM SRLS, even after the termination of the present agreement.

3. According to the Italian law art. 64 ter Law 22nd of April 1941, n. 633 as amended and supplemented and art. 5 par. 2 Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 as amended and supplemented, it is allowed to the Licensee Customer, having the right to use a copy of the software produced by NextFEM SRLS, to make a back-up copy of the software and of the included documentation, so far as it is necessary for that use.



4. According to the Italian law art. 64 bis, lett. a) and b) ,64 ter Law 22nd of April 1941, n. 633 as amended and supplemented and art. 4 par. 1 lett. a) and b) Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 as amended and supplemented, it is explicitly forbidden to the Customer the permanent or temporary reproduction of the software produced by NextFEM SRLS and of the included documentation, by any means and in any form, in part or in whole, without the authorisation by the right-holder. In so far as loading, displaying, running, transmission or storage of the aforementioned software necessitate such reproduction, even such acts shall be subject to authorisation by the right-holder. At the same conditions and with the same restrictions, it is equally forbidden to the Customer the translation, adaptation, arrangement and any other alteration of the software produced by NextFEM SRLS and of the included documentation and the reproduction of the results thereof, without prejudice to the rights of the person who alters the program.

5. The acts of the aforementioned paragraphs 2 and 3, even when they are necessary for the use of the aforementioned software by the lawful Licensee Customer in accordance with its intended purpose, including for error correction, are subjected to the authorisation by the right-holder.

6. According to the Italian law art. 64 ter, subparagraph 3 Law 22nd of April 1941, n. 633 as amended and supplemented and art. 5 par. 3 Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 as amended and supplemented, it is allowed to the Licensee Customer to observe, study or test the functioning of the software produced by NextFEM SRLS and of which he holds the License, in order to determine the ideas and principles which underlie any element of the program if he does so while performing any of the acts of loading, displaying, running, transmitting or storing the program which he is entitled to do.

7. According to the Italian law art. 64 quater Law 22nd of April 1941, n. 633 as amended and supplemented and art. 6 Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 as amended and supplemented, the previous authorisation of NextFEM SRLS shall not be required where reproduction of the code and translation of its form within the meaning of art. 64bis, lett. a) and b) Law 22nd of April 1941, n. 633 as amended and supplemented and of points (a) and (b) of Article 4 par.1 are done to modify the form of the code and are indispensable to obtain the information necessary to achieve the interoperability of an independently created computer program with other programs, provided that the following conditions are met:

- (a) those acts are performed by the Licensee or by another person having a right to use a copy of a program, or on their behalf by a person authorised to do so;
- (b) the information necessary to achieve interoperability has not previously been readily available to the persons referred to in point (a);
- (c) those acts are confined to the parts of the original program which are necessary in order to achieve interoperability.

8. The provisions of preceding paragraph 7 shall not permit the information obtained through its application:

- (a) to be used for goals other than to achieve the interoperability of the independently created computer program;
- (b) to be given to others, except when necessary for the interoperability of the independently created computer program;
- (c) to be used for the development, production or marketing of a computer program substantially similar in its expression, or for any other act which infringes copyright.

9. In accordance with the provisions of the Berne Convention for the protection of Literary and Artistic Works, enacted in Italy with the Italian law 20th of June 1978, n. 399 as amended and supplemented, the provisions of article 64 quater Law 22nd of April 1941, n. 633 as amended and supplemented and art. 6 of Directive 2009/24/EC of the European Parliament and of the Council of 23rd April 2009 as amended and supplemented may not be interpreted in such a way as to allow its application to be used in a manner which unreasonably prejudices the right-holder's legitimate interests or conflicts with a normal exploitation of the computer program.

Art. 6 – Property – Transfer prohibition –

1. The software provided by NextFEM SRLS and the included documentation remain exclusive property of NextFEM SRLS. The Customer is explicitly forbidden to distribute products of NextFEM SRLS or copies to anyone or to sell them or assign them in license to third parts or to lease them, or in any case to allow others to use the programs, either in exchange for payment or not. In these cases, NextFEM SRLS can revoke the user's license of the free program or of any of the paid modules at any time.

2. This clause will remain in force even after the rescission or the termination to any title of this contract.

Art. 7 – Right holders – Secret – Modifications –

1. The software provided by NextFEM SRLS, the included documentation, the program code, its layout, the structures and the program files organization, the program name, the Company logo and any other representation form within the software are subjected to copyright; this one, and any rights coming from it or in any way connected to the copyright are property of NextFEM SRLS. Other trademarks belong to the respective owners.

2. The Customer is required to keep secret the content of the software provided by NextFEM SRLS and the included documentation, and to protect NextFEM SRLS and his suppliers' rights; in particular, the Customer is required either to make no modifications to the software provided by NextFEM SRLS or to incorporate it entirely or in part in other software without preventive written authorisation by NextFEM SRLS, without prejudice to current mandatory legislation on the matter. In these cases, NextFEM SRLS can revoke the user's license of the free program or of any of the paid module at any time.



3. This clause will remain in force even after the termination or the expiration in whatever manner of this agreement.

Art. 8 – Fee – Solve et repete –

1. NextFEM SRLS provides the software “as is” and is not obliged to provide maintenance, support, updates, improvements or changes. Different conditions may apply to paid software and for Education licenses.

2. To ensure the continuity of the license and of paid modules, the Customer must pay the relative fee at least 15 days before the current license expires; if the deadline is not respected, NextFEM SRLS can’t guarantee such continuity, and the licensed modules may be blocked. For no reason the payment of the annual fee regarding the software and/or its single component module and/or required services can be delayed or suspended; eventual exceptions or Customer's disputes will be managed and solved separately.

3. NextFEM SRLS provides software updates for 12 (twelve) months starting from the delivery date, limited to the functionalities of paid module/s. During this period, encountered malfunctions in paid modules will be fixed to ensure the correct functionality. This guarantee does not apply to functionalities not included in the paid modules. For Import/Export (or ImportExport) module, the period of software updates and support is limited to 6 (six) months since purchase date.

Art. 9 – Warranty and liability –

1. For both the basic software version and the paid modules, NextFEM SRLS provides the software “as is” and it is not obliged to provide maintenance, support, updates, improvements or changes. During the validity of this agreement, eventual software updates or patches may be released.

2. NextFEM SRLS is committed, only for functionalities of the paid modules, and for 12 months from the purchase, to keep the software able to perform the tasks described in the user manual. During this period, encountered malfunctions of the paid modules will be fixed to ensure the correct functionality. This guarantee does not apply to functionalities not included in paid modules, nor to Educational licenses, as stated in art. 14 of this agreement.

3. The warranty is conditioned to the correct original functioning of the Client’s machine, hardware and system software and the existence of the minimum requirements prescribed for the correct software installation, as well to the circumstances in which the Customer installs the updates and patches that can be made available by the Licensor via an independent download made from the nextfem.it website, and also to the correct use of the system and software by the Customer.

4. The Customer is the sole responsible for the choice of the software produced by NextFEM SRLS and its compliance to his own needs and purpose of use, for any input fed to the software and any output coming from the program or from its parts, and must verify results, reports and the checks conducted with it.

5. The software provided by NextFEM SRLS are a representation of the current state of development, so NextFEM SRLS cannot grant that they will always work correctly in every applications and in any situation.

6. Customer is responsible of installation, launch, and usage of the software produced by NextFEM SRLS and of the application of the related updates and patches, their transfer to the computer, the settings, and everything not explicitly stated in this Contract that burden on NextFEM SRLS.

7. This warranty is not valid whenever a software fault is due to accident, improper and/or non-conforming and/or wrongful usage. Any change to the software made directly by the Customer will result in the withdrawal of this warranty.

8. NextFEM SRLS does not take any responsibility and is not liable for any direct and/or indirect, special, collateral, incidental and/or consequential damage, including lost profits, incurred by the Customer or third parts caused through the use or lack of use of the software and by any means related and/or consequential to eventual software quality, adequacy, use and usability flaws, which are therefore to be exclusively borne by the Customer, except as what is compulsorily required by law.

9. NextFEM SRLS does not take any responsibility and is not liable for any direct and/or indirect, special, collateral, incidental and/or consequential damage, including lost profits, incurred by the Customer or third parts caused through the use or lack of use of the software and by any means related and/or consequential to eventual software quality, adequacy, use and usability, caused by suppliers or by parts of program developed by third parts. To these parts of programs developed by third parts are applied their own licensing conditions, which can be found inside NextFEM SRLS software from ? / *Information*

Art. 10 – Software restitution - Software deletion –

1. Within one month from the termination of this agreement for any reason, the Customer must delete and eliminate any copy of the software he owns, even if they are backup copies. The Customer must confirm this by sending to NextFEM SRLS an e-mail within the same deadline.



2. As a consequence of the termination of this agreement as in the previous subparagraph, the license of use is revoked and cannot be use anymore by the Customer for any purpose.

Art. 11 – Support and/or consultation -

1. Upon Customer's request, NextFEM SRLS is willing to give, by a preventive stipulation of specific separate contracts, the necessary support and/or consultation to maintain or launch or update or personalize or implement the software provided by NextFEM SRLS, also for a potential training of Customer's staff who is appointed for its use.

2. The possible existence of other contractual relationships between NextFEM SRLS and the Customer does not affect other connections between them, that will remain separated and independent.

3. The free licenses of use granted by NextFEM SRLS (i.e. basic program, Educational license, etc.) are not covered by any kind of support.

4. The paid licenses of use granted by NextFEM SRLS to the Customer can be issued with a first-installation assistance via email, until 7 days after the payment. Further paid support can be supplied for one year starting from the license acquisition. Support period can be bought or renewed only together with the program license or renewal, respectively. Assistance is supplied only via email and concerns the sole software use or program functioning. NextFEM SRLS does not supply support on the engineering choices made or to be made for designing any structures. Any advice given by support cannot substitute the engineering judgement of the Customer, who is the sole responsible of the structure designed, analysed and checked with the program, including the obtained results.

Art. 12 – Communication -

1. Any communication from one part to another of this agreement must be sent as a registered letter with signed return receipt or as a hand-delivered registered letter addresses to "NextFEM SRLS, Piazza del Foro Romano 12, 31046 Oderzo (TV)" or as a certified e-mail to nextfem@pec.nextfem.it.

Art. 13 – Litigation – Applied law -

1. This contract is subjected to the Italian law.

2. Any litigation in any case connected to this agreement shall be exclusively of the competence of the Court of Treviso.

Art. 14 – Educational license –

1. Educational licenses are distributed for a predetermined number of PCs prior oral or written agreement with NextFEM SRLS. NextFEM SRLS solely decides the number of distributed licenses prior consultation with the Customer.

2. Educational licenses can be given freely to a private or public Customer, when it is a training institution, a research and development company or a school, at the incontestable discretion of NextFEM SRLS. In such case, the given Educational licenses do not grant to the Customer the right to use them after the planned time period conceded to the Licensee, and they can be revoked at any time by NextFEM SRLS without any justification or notice to the Customer. In any case, Educational licenses cannot be used for commercial, professional or profit purposes.

3. When given freely, Educational license does not allow for any refund of the cost of the software, for any reason.

4. When given freely, Educational license does not allow for any kind of support supplied by NextFEM SRLS, neither for malfunctioning of the program. Hence, the warranties described in art. 9, paragraph 2 of this agreement are excluded.

Art. 15 – Changes of terms in this agreement –

1. The Licensor has the right to modify the conditions of the present License user's agreement for the software of NextFEM SRLS by email to be sent to the Licensee to the address given during registration on nextfem.it website. The Licensee has the right of withdrawal by sending a registered letter with signed return receipt or as a hand-delivered registered letter addresses to "NextFEM SRLS, Piazza del Foro Romano 12, 31046 Oderzo (TV)" or as a certified e-mail to nextfem@pec.nextfem.it compulsorily within 14 days from the receipt of the communication related to the changes of the agreement terms.

Art. 16 – Final provisions -

1. Whenever one of the clauses contained in this Contract will be declared invalid or without effects, entirely or in part, this will not invalidate the other clauses, except when the Licensor considers in bona fide the clause as essential, and consequently shall ask for the resolution of the contract.



2. For anything not expressly provided in this contract, the Italian Civil Code rules shall be applied and the Legislative Decree of 29th of December 1992, n. 518 as amended and supplemented, regarding the implementation of the Council Directive n. 91/250 CEE of 14th of May 1991 on the legal protection of computer programs which modifies and integrates Law 22nd of April 1941, n. 633, and this last law as amended and supplemented, and the Directive 2009/24/EC of the European Parliament and the Council of 23rd of April 2009 as amended and supplemented.

Oderzo (TV), (date of acceptance of this contractual conditions)

NextFEM SRLS

Licensee

Pursuant to and in accordance with art. 1341 and 1342 c.c., the Customer specifically approves, for having them read, understood and known, the articles: 2 (Duration – Agreement termination) paragraph 2, 3 (License delivery) paragraph 3, 4 (Installation) paragraph 3, 5 (Programs usage), 6 (Property – Transfer prohibition), 7 (Right holders – Secret – Modifications) paragraph 2, 8 (Fee – Solve et repete) paragraph 2, 9 (Warranty and liability) paragraphs 3,4,5,6,7,8,9, 10 (Software restitution - Software deletion) paragraph 4, 11 (Support and/or consultation), 13 (Litigation – Applied law), 14 (Educational license) paragraphs 2 and 3, 15 (Changes of terms in this agreement), 16 (Final provisions).

Oderzo (TV), (date of acceptance of this contractual conditions)

The Customer

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