



Osculati S.r.l.

Via Pacinotti 12 - 20090 Segrate MI - Italy

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info@osculati.it - www.osculati.com

NON EXCLUSIVE USER LICENSE AGREEMENT

With this private written agreement which has full effect under the law, the parties agree as follows (hereinafter referred to as the Agreement):

between

OSCULATI S.r.l., a company incorporated under and governed by Italian law, whose registered office is in Segrate (MI), 20054, Italy, entered on the Companies' register of Milan as number 10091570969, VAT and Tax code number 10091570969, represented for the purposes of this Instrument by Mr Alberto Emilio Osculati (hereinafter also referred to as "Osculati" or the "Party," fax 02 26991120, email info@osculati.it)

And
(please fill in all fields)

The Company _____ whose registered office is in _____,
VAT and tax identification number _____, _____,
represented for the purposes of this Instrument by Mr _____
(hereinafter referred to also as the User" or "Party") fax _____
email _____.

Jointly referred to as the "Parties"

recitals :

- a) Osculati S.r.l., hereinafter referred to as "Osculati", is a well-known company operating in the maritime sector;
- b) Osculati, has created a database (hereinafter referred to as the "Database") comprising the articles, their parts and accessories manufactured and/or sold by Osculati (hereinafter referred to as "the Products"), including data regarding the images, the drawings and the descriptions of the Products, including the codes, the Product names, the technical characteristics and the design, the price, the technical files and in general any information regarding in any way the Products themselves – defined here as the "Data", available in six languages (Italian, English, French, German, Croatian and Russian) being constantly updated and consultable on the website www.osculati.com, through a search engine using key words and article codes, protected by the intellectual property law of 22 April 1941 number 633;
- c) Osculati intends to grant access to the Database to interested third parties to promote, to market and sell, and to carry out maintenance on the Products purchased from Osculati.

Given all of the above, the parties agree as follows.

Article 1 - Aims of the Agreement

- 1.1. with this Agreement Osculati grants a license to the User, which accepts, for non-exclusive access to the Database in accordance with the terms and conditions provided for in this Agreement, for the purpose only of promoting, selling and carrying out maintenance on the Products purchased directly from Osculati.
- 1.2. Unless otherwise agreed in writing as between the Parties, access to the Database described in article 1.1 by the User does not imply the assignment of any rights connected to the Database and/or the Data and/or to the Products.
- 1.3. Each and any right regarding the Database and/or the Data in the form in which they have been collected and organised in the Database itself shall remain the sole and exclusive property of Osculati.

Article 2 - Obligations and rights of the User

- 2.1 The User as a condition for the grant of the non-exclusive right described in article 1.1, undertakes, in name of and on behalf also of its employees and/or those working with it and its engaged appointees, to :
 - a. use the Database and the Data contained therein solely and exclusively to promote, sell and to carry out maintenance on the Products purchased directly from Osculati;
 - b. use the Data contained in the Database together with the wording of the Copyright present in the images ("© Osculati S.p.A. 2011" and "Drawn from DWH Osculati S.p.A.") solely and exclusively in performance of this Agreement;
- 2.2 if the User uses the Database and/or the Data contained therein for the promotion, marketing and sale and maintenance of the Products purchased from third parties, it will be required to pay Osculati a penalty of five hundred (500.00) euro for each piece of Data and/or Product, for each and any breach, without prejudice to the right to the exercise of any other rights, including that of obtaining compensation for any further damages.
- 2.3 With the prior written authorisation of Osculati, the User may use the Data contained in the Database in concert with its own trademark, logo and/or other company marks, but solely and exclusively pursuant to the performance of the aims of this Agreement.
- 2.4 If the User should in its trade communications explicitly advertise discounts or special offers, these must relate to the retail price, inclusive of VAT, recommended by Osculati (obtained applying the standard price with letter discount aside each price).

Article 3 - Disclaimer

- 3.1 The Data contained in the Database are provided "*as they are*". In particular, Osculati does not warrant that:
 - a. the Data contained in the Database is error free, meets the needs of the User, or that the use of the aforesaid website will be uninterrupted or free from defects. In particular, Osculati shall not be liable in the event of impossibility to connect to the website www.osculati.com due to force majeure or where website maintenance is being carried out;
 - b. the Data is free from imperfections and/or errors and, in particular that the images corresponds exactly to the Products they represent.
- 3.2 The risk regarding the quality, the service and the use of the Data is wholly borne by of the User.
- 3.3 Osculati gives not warranties regarding Data that is changed and/or altered by the User, which must be deemed solely liable in the event of infringements of third party rights connected with the changes and/or the use of the changed or altered Data.
- 3.4 Unauthorised use of the Data will amount to infringement of Intellectual property rights, as defined below, as well as serious breach of this Agreement and will lead to its immediate termination with Osculati being entitled to compensation for each and any damages caused.

- 3.5 Osculati reserves the right to delete, change and/or replace the Data contained in the Database and/or to change the characteristics of the Products at any time and without notice.
- 3.6 The User undertakes not to use, promptly taking all reasonable measures, any Data that has been deleted, changed and/or replaced by Osculati.

Article 4 - The Agreement's term

- 4.1 This Agreement expires on 31 December of the year of its signing and may be renewed in accordance with the terms agreed in writing as between the Parties.

Article 5 - Non transferrable nature of the Agreement

- 5.1 This agreement, signed by Osculati, given the professional and entrepreneurial characteristics of the User, may not be assigned by the latter without the express written consent of Osculati.

Article 6 - Intellectual property rights

- 6.1 The User acknowledges and undertakes to conform to the intellectual property rights connected with the Database, the Data contained therein and/or the Products (*i.e.* by way of non-limiting example, patents, copyright, database rights, product trademarks as well as service and de facto marks, signs, dominium names, *know-how*, drawings, models, included those that have not been registered, and any other intellectual property right, whether industrial or intellectual in nature, including the contents of *websites* in the name of Osculati and/or its suppliers, howsoever they be used and/or authorised by Osculati - known as the "Intellectual Property rights"), in relation to this Agreement.
- 6.2 The User undertakes to immediately notify Osculati of any action or fact relating to third parties that could amount to a real or feared infringement of its Intellectual property rights, as well as to give its co-operation, at the request of Osculati, in relation to any action aimed at protecting and defending Intellectual as may be brought by the Osculati.

Article 7 - Termination of the Agreement

- 7.1 This Agreement may be terminated by Osculati by simple notice in writing in accordance with and pursuant to the provisions of article 1456 of the civil code. in the event of infringement of the provisions of articles 1, 2, 3.4, 3.6, 4 and 5, 6, as well as if the User becomes subject to any insolvency procedure.

Article 8 - Effects following the cessation of the Agreement.

- 8.1 After the cessation of the effects of this Agreement for whatsoever reason or howsoever caused, all the rights and obligations deriving from it will cease with immediate effect and in particular the User shall cease forthwith to use the Database and the Data contained in any way.

Article 9 - Correspondence

- 9.1 All correspondence regarding this Agreement must be carried out in writing and shall be deemed valid where sent to the addresses indicated in this Agreement.
- 9.2 Any changes to addresses indicated herein shall be promptly notified as between the Parties in writing.

Article 10 - Applicable law and competent court

- 10.1 This Agreement is governed by Italian law and applicable international conventions on the subject.
- 10.2 Any dispute that arises between the Parties as regards this Agreement's validity, interpretation, performance or termination shall be put before the exclusive jurisdiction of the Court of Milan.

Article 11 - Miscellaneous

- 11.1 This Agreement, initialled on every page and signed at the end by the Parties comprises the whole of the agreement between the parties and succeeds and replaces any previous accords and/or negotiations and/or statements and/or agreements, whether written or oral, between the parties in relation to the content of the Agreement itself and only be changed by the written agreement of the Parties.
- 11.2 This Agreement establishes no binding relationship of subordination neither does it establish any de facto association or partnerships as between the Parties which continue to operate entirely distinctly and independently, exercising each their own rights and each assuming their own obligations from their respective business activities.
- 11.3 On the signing of this Agreement, the Parties and their representatives mutually consent to the use of their personal details insofar as necessary in pursuance of the aims of the Agreement itself.

Read, confirmed and signed in Milan, on _____

Osculati S.r.l.

The User

(stamp and signature)

(stamp and signature)

In accordance with and pursuant to article 1341 of the Civil Code, the following articles after, after careful reading, expressly and specifically approved: Article 1 (Aims of the Agreement), Article 2 - (Obligations and rights of the User), Article 3 (Exclusions of warranties), Article 5 - (Non transferrable nature of the Agreement), Article 6 (Intellectual Property Rights), Article 7 (Termination of the Agreement), Article 8 - (Effects following the cessation of the Agreement), Article 10 (Applicable law and Competent court).

Read, confirmed and signed in Milan, on _____

The User

(stamp and signature)