END-USER LICENSE AGREEMENT

This End-User License Agreement ("**Agreement**") is an agreement between BEAMIDE S.r.L., a company duly incorporated under the laws of Italy, with registered office at Via Campo di Marte 4/O – 06127 Perugia, Italy ("**BEAMIDE**", **Company**", "**we**", "**us**" or "**our**") and Istituto Nazionale di Fisica Nucleare, with registered office at Frascati, Via Enrico Fermi, 54, 00044, Roma, Italy ("**INFN**", "**you**" or "**your**")

Jointly referred to as "Parties" and, individually, as "Party".

PLEASE READ THIS AGREMEENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE OF THE SOFTWARE. BY CLICKING ON THE APPROPRIATE BUTTON, OR BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, ACCESS OR USE THE SOFTWARE.

1. DEFINITIONS

"**Affiliate**" means, with respect to a Party, an entity that, directly or indirectly, controls, is controlled by or is under common control with such Party.

"**Applicable Law**" means any of the following, to the extent that it applies to a Party:

- (i) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time;
- (ii) any binding court order, judgement or decree; and
- (iii) any applicable industry code, policy or standard enforceable by law.

"**Confidential Information**" refers to non-public information that You may obtain or have access to by virtue of using the Software, including, but not limited to, BEAMIDE's data and proprietary software and computer operations, code, inventions, algorithms, and all information either clearly identified as Confidential or that is of a nature that a reasonable person would understand to be confidential.

"**EULA**" means this End-User License Agreement.

"**Intellectual Property**" means any patents, design rights, utility models or other similar inventions rights, copyrights and related rights, database rights, trade secrets, know-how, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registration for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

"**Licensee**" means Istituto Nazionale di Fisica Nucleare.

"**Personal Data**" shall have the meaning given in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR").

"**Software**" means BEAMIDE's software, MRADSIM Toolkit, subject to this Agreement.

"**Beamide Installation**": a physical or virtual INFN computer where the Software is installed. Multiple users can remotely access the Beamide Installation using their own credentials.

"**Beamide License Server**": a physical or virtual INFN computer acting as license server for any Software Installation.

2. LICENSE GRANT

2.1. Subject to the terms and conditions of this Agreement, BEAMIDE hereby grants to INFN a non-exclusive, royalty-free, non-transferable license ("*License*") to use the Software.

2.2. The License granted herein authorizes INFN, directly or through any of its facilities, to install and use the Software on any device **solely for research purposes**.

2.3. The License granted herein authorizes the use of the Software for a maximum of 25 Beamide Installations. Beamide will provide the Software to be installed in any INFN facility. Any Beamide Installation can be concurrently accessed by multiple users. Remote user must log through a VPN connection. Additional installations require additional licenses.

2.4. Beamide License Server distributes licensee to a maximum of 25 Beamide Installations. Beamide will provide software and configurations files to be installed in the Beamide License Server,

2.5. BEAMIDE hereby also grants to INFN a license for the commercial use of the Software, subject to the terms set forth in the «*Contratto di Concessione di Licenza Esclusiva di Know-How*» signed by the Parties on 13 December 2021.

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3. SUPPORT SERVICES

3.1. **Definition**. The Support Services herein refer to the assistance and maintenance services provided by BEAMIDE regarding the Software.

3.2. **Scope of Support**. The Support Services shall cover assistance with the installation, set up, update and basic usage of the Software.

3.3. **Exclusions**. The Support Services shall not extend to:
   (i)   Customization of the Software to meet specific requirements of INFN;
   (ii) Training services beyond usage instructions;
   (iii) Support for third-party software or hardware not provided or endorsed by BEAMIDE.

3.4. **Response Time**. BEAMIDE shall make reasonable efforts to respond to support requests within a specified time frame, which shall be communicated to INFN upon request,

3.5. **Updates and Maintenance**. BEAMIDE may release updates, patches, or new versions of the Software for Beamide Installations and Beamide License Server to enhance funcionality or address security vulnerabilities. INFN shall have access to such updates, patches and installation instructions at no additional cost during the term of this Agreement.BEAMIDE will maintain and update the Beamide License Server for the first installation and for any needed update during the term of this agreement.

4. TERM AND AUTOMATIC RENEWAL

4.1. This EULA shall commence upon your acceptance and remain in effect for a period of 1 (one) year ("Initial Term").

4.2. Following the conclusion of the Initial Term, this Agreement will automatically renew for successive 1 (one) year periods ("Renewal Term(s)", unless either Party elects not to renew by providing written notice to the other Party at least 60 (sixty) days prior to the end of the Initial Term or any Renewal Terms.

5. RESTRICTIONS

5.1. In using the Software, you agree to adhere to the following restrictions, which are designed to ensure the protection of intellectual property rights and to prevent unauthorized or illegal use of the Software:

▪ **No Modification or Derivative Works**: You may not modify, alter, adapt, or create derivative works from the Software without prior written permission from BEAMIDE.

- ▪ **No Reverse Engineering**: You agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software or any part thereof, except and only to the extent that such activity is expressly permitted by Applicable Law notwithstanding this limitation.

- ▪ **No Redistribution**: You may not distribute, sublicense, lease, rent, sell or otherwise transfer the Software to third-parties unless you have been given explicit permission by BEAMIDE to do so. This includes sharing the Software on networks or platforms where it could be used by unauthorized users.

- ▪ **No Unauthorised Access**: You must not use the Software to gain unauthorized access to any system, data, password, or other information. You must not use the Software to engage in any activity that interferes with or disrupts BEAMIDE's services or networks connected to the Software.

- ▪ **Compliance with Laws**: You agree to use the Software in compliance with all applicable laws, including but not limited to copyright laws, export and import restrictions, and regulations governing the use of the Software in Italy.

- ▪ **Limited Usage**: Use of the Software is limited to a specified number of Beamide Installations. Exceeding this limit without obtaining additional licenses is strictly prohibited.
- ▪ **Reservation of Rights**: BEAMIDE reserves all rights not expressly granted to INFN under this EULA. The rights to access and use the Software are licensed, not sold.

5.2. If the results obtained from using the Software are published or presented in any medium, whether written, audio, or video, you are required to cite the use of the Software.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. The Software and all associated Intellectual Property rights are, and shall remain, the exclusive property of BEAMIDE. INFN acknowledges that it acquires no ownership interest in the Software.

6.2. Notwithstanding the preceding number, the Parties acknowledge and agree that the Intellectual Property rights pertaining to the Software are subject to the terms agreed upon in the «*Contratto di Concessione di Licenza Esclusiva di Know-How*» executed between the Parties on 13 December 2021.

6.3. Any feedback, comments, or suggestions provided regarding the Software is entirely voluntary, and BEAMIDE shall be free to use such feedback as it sees fit without any obligation to you.

7. CONFIDENCIAL INFORMATION AND PERSONAL DATA

7.1. **Confidential Information.** The Software, along with all data, documentation, and other materials provided by us, contains Confidential Information. You agree to use the Software solely as expressly permitted by this Agreement, not to disclose the Software to any third parties, and to implement adequate procedures to prevent the unauthorized disclosure, duplication, misuse, or removal of the Software.

7.2. **Personal Data**. The Parties hereby agree that all activities related to or involving the processing of Personal Data shall be carried out in accordance with the applicable data protection laws, in particular, the GDPR.

8. TERMINATION RIGHTS

8.1. Either Party may terminate this EULA without cause by providing at least 60 (sixty) days written notice to the other Party prior to the end of the Initial Term or any Renewal Term.

8.2. BEAMIDE may terminate this EULA immediately upon notice to INFN if:

- INFN breaches any provision of this EULA and fails to cure such breach within 30 (thirty) days of receiving notice of the breach.
- INFN engages in any activity that may harm BEAMIDE or its reputation;
- INFN becomes insolvent, declares bankruptcy, or undergoes any similar proceeding.

8.3. Upon termination of this EULA for any reason:

- All rights granted to INFN under this EULA will terminate immediately.
- INFN must cease all use of the Software and destroy all copies, full or partial, of the Software in its possession or control.

9. DISCLAIMER OF WARRANTIES

THE SOFTWARE IS A STANDARD PRODUCT. IT SHALL BE THE SOLE RESPONSIBILITY OF THE LICENSEE TO ENSURE THAT THE FUNCTIONS OF THE SOFTWARE FULFILL THE REQUIREMENTS AND EXPECTATIONS O THE LICENSEE.

WE DO NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE FROM MALICIOUS ATTACKS BY THIRD-PARTIES. INFN ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF INFN'S PRIVACY, CONFIDENTIAL INFORMATION AND/OR CONTENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SOFTWARE "AS IS", WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, EXPRESS, IMPLIED STATUTORY OR OTHER WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. INFN SHALL HAVE SOLE RESPONSIBILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS AND OWNERSHIP OF ALL CONTENT AND APPLICATIONS.

10. LIMITATION OF LIABILITY

10.1. **MUTUAL EXCLUSIONS OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LOSS OF PROFITS, GOODWILL OR MARKET CAPITALIZATION, OR COST OF PROCUREMENT OF REPLACEMENT GOODS OR SERVICES) ARISING FROM THIS EULA, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2. **OUR EXCLUSION OF LIABILITY**. WE WILL NOT BE LIABLE FOR: (i) YOUR INABILITY TO USE THE SOFWARE AS A RESULT OF ANY VALID TERMINATION OF THE EULA; OR (ii) ANY UNAUTHOIZED ACCESS TO, DAMAGE OR ALTERATION TO DELETION OR DESTRUCTION OF, OR FAILURE TO STORE OR BACKUP, YOUR CONTENT DUE TO YOUR NEGLIGENT ACTS OR OMISSIONS.

10.3. **OUR TOTAL AGGREGATE LIABILITY**. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY OF BEAMIDE TO INFN OR ANY THIRD PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS EULA, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO € 10.000,00 (TEN THOUSAND EUROS).

10.4. **EXCLUSIONS**. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL NOT APPLY TO DAMAGES DUE AS A RESULT OF EITHER PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

11. AUDIT

INFN agrees that BEAMIDE may audit INFN's use of the Software for compliance with this EULA at any time, upon reasonable notice.

The Audit process consists of analyzing the log files from Beamide License Server and Beamide Installations. INFN must provide these files to BEAMIDE, along with any other information deemed relevant, upon request without undue delay.

In the event that such an audit reveals any use of the Software by INFN that is not in full compliance with the terms of this EULA, INFN shall reimburse BEAMIDE for all reasonable expenses related to such an audit, in addition to any other liabilities INFN may incur as a result of such non-compliance.

12. NOTICES

12.1. Any notice, consent, approval, or other communications intended to have legal effect under this EULA ("Notices") must be in writing and will be delivered by email, if provided to us, to [eula@mradsim.com], or if provided to INFN, to [tto@lists.infn.it].

12.2. Unless otherwise specified in this EULA, all Notices shall be deemed effective at 9.00 AM on the next business day after the date of the email transmission.

12.3. Either Party may change their designated email address for receiving Notices by issuining a Notice of the new email Address to the other Party, following the procedure outlined in this Section.

13. RELATIONSHIP OF PARTIES

The Parties are independent contractors, not agents, employees or joint ventures of one another, and do not have any authority to bind the other Party, by contract or otherwise, to any obligation.

14. CHANGES TO THIS AGREEMENT

14.1. This Agreement may be amended or modified only by a written document that is signed by both Parties.

14.2. BEAMIDE reserves the right to update or change this EULA from time to time to reflect changes in our software, our practice, or relevant laws and regulations. The most current version of this EULA supersede all previous versions. BEAMIDE will provide reasonable notice of any significant changes by posting the new EULA on its website, through the Software, or by sending an email to the address associated with your account. Your continued use of the Software after such changes have been notified will constitute your consent to the changes and agreement to be bound by the updated EULA.

15. ASSIGNMENT

15.1. This EULA is not assignable or transferable by INFN without our prior written consent.

15.2. BEAMIDE may freely assign or transfer this EULA to any company that is an Affiliate or as a result of a merger or a sale of all or a substantial part of its assets or share capital. In case of any permitted assignment or transfer of or under this EULA, the assigning or transferring Party will provide Notice to the other Party promptly following such assignment or transfer and this EULA shall be binding upon, and inure to the benefit of, the assignees, transferees, successors, executors, heirs, representatives, and administrators of the Parties to this EULA. Any attempt by INFN to assign or transfer this EULA in violation of this section shall be void.

15.3. If the Licensee assigns the Software in conflict with the Provisions above, Beamide may terminate this Agreement with immediate effect, as described in Clause 8.

15.4. BEAMIDE may at any time, in full or in part, assign its rights and obligations under this Agreement to any third party.

16. ENTIRE AGREEMENT

This EULA, as amended from time to time, constitutes the entire agreement regarding INFN's access to and/or use of the Software.

17. SEVERABILITY

If a court of competent jurisdiction finds any provision of this EULA, or portion thereof, to be unenforceable, that provision of the EULA will be enforced to the maximum extent permissible to reflect the Parties' intent. The remainder of this EULA will continue in full force and effect, except to the extent such unenforceable provision or part thereof pertains to essential aspects of the EULA. In such cases, the Parties agree to substitute the unenforceable provision or part thereof with a provision that has an equivalent legal and economic effect.

18. THIRD PARTY RIGHTS

Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.

19. GOVERNING LAW AND DISPUTE RESOLUTION

19.1.   This Agreement shall be governed and construed in accordance with Italian law and supersedes all prior and contemporaneous oral and written proposals and communications respecting the subject matter hereof, without prejudice to clause 6.2.

19.2.   The Parties will use all reasonable efforts to solve any controversy that may arise from this Agreement amicably at senior management levels of both parties. Disputes that cannot be settled amicably shall be settled by the courts of Perugia.