END-USER LICENSE AGREEMENT

This End-User License Agreement ("**Agreement**") is an agreement between you (an Eligible Entity) and 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**", "**Licensor**", "**we**", "**us**" or "**our**")

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 THE TERMS OUTLINED BELOW.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, 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.

"**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 MRADSIM-Converter.

2. LICENSE GRANT

2.1. Subject to the terms of this Agreement, BEAMIDE hereby grants the Licensee a non-exclusive, royalty-free, non-transferable license ("*License*") to use the Software.
2.2. The License granted herein is exclusively applicable to research centers, universities, and non-profit organizations (the "Eligible Entities"). Each specified user category may use the Software **solely for research purposes**.
2.3. It is the responsibility of the Licensee to ensure that the use of the Software is in accordance with the specific category and that the devices where the Software will be installed meet the minimum requirements of the Software.
2.4. The License granted herein authorizes the use and installation of the Software in accordance with the restrictions set forth in the selected license. The Licensee acknowledges that this EULA only entitles them to use certain functionalities of the Software. Any additional installations, or installations under terms other than those prescribed in this EULA, require additional licenses.

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 include:

(i)   Bug fixing (reported by the Licensee or identified by us) in upcoming versions of the Software;

    (ii) Complimentary upgrades to higher versions of the Software, if released, during the valid licensing period;

    (iii) Assistance with remote installation of the Software;

    (iv) Provision of a user manual.

3.3. Any additional Support Services requested by the Licensee will be charged separately.

3.4. **Exclusions**. The Support Services shall not extend to:

    (i)   Customization of the Software to meet specific requirements of the Licensee;

    (ii) Assistance beyond initial setup and basic usage instructions;

    (iii) Support for third-party software or hardware not provided or endorsed by BEAMIDE;

    (iv) Training courses (either dedicated or standard).

3.5. **Response Time**. BEAMIDE shall make reasonable efforts to respond to support requests within a specified time frame.

3.6. **Updates and Maintenance**. BEAMIDE may release updates, patches, or new versions of the Software to enhance funcionality or address security vulnerabilities.

4. TERM AND 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 Term.

5. USAGE 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 Unauthorized Modifications or Competitive Practices.** You may not remove or modify any Software markings or any notices of the Licensor's proprietary rights.

Additionally, You may not use the Software to provide third party training or for the purpose of building or operating a competitive product.

- **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 devices.

- **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 users. Exceeding this limit without obtaining additional licenses is strictly prohibited.

- **Reservation of Rights**: BEAMIDE reserves all rights not expressly granted to the Licensee 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.

END-USER LICENSE AGREEMENT

6. INTELLECTUAL PROPERTY RIGHTS

6.1. All Intellectual Property Rights in and to the Software are owned by the Licensor and shall, notwithstanding the terms of this EULA, remain vested in the Licensor. The Licensee acknowledges that it acquires no ownership interest in the Software.

6.2. You and Your respective employees, contractors and other agents may, in Your sole discretion, choose to provide suggestions, ideas and/or feedback (collectively, "Feedback") to the Licensor with respect to the Software. The Licensor may use the Feedback perpetually and irrevocably for the purpose of improving its products and services, without compensation or accounting to You, provided that the Feedback: (i) does not contain Personal Data, (ii) does not contain your Confidential Information, and (iii) does not identify You as the source of the Feedback. Any Feedback is provided by You "as is", without warranty of any kind.

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 if You:

- Breach any provision of this EULA and fail to cure such breach within 15 (fifteen) days of receiving notice of the breach.
- Engage in any activity that may harm BEAMIDE or its reputation;
- Become insolvent, declare bankruptcy, or undergo any similar proceeding.

8.3. Upon termination of this EULA for any reason:

- All rights granted to the Licensee under this EULA will terminate immediately.
- The Licensee 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 OF THE LICENSEE.

WE DO NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE FROM MALICIOUS ATTACKS BY THIRD-PARTIES. THE LICENSEE ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF THE LICENSEE'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, EITHER 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. THE LICENSEE SHALL HAVE SOLE RESPONSIBILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS AND OWNERSHIP OF ALL CONTENT AND APPLICATIONS.

BEAMIDE RESERVES THE RIGHT TO MODIFY THE SOFTWARE CODE WITHOUT PRIOR NOTICE TO THE LICENSEE. BEAMIDE WILL NOT BE LIABLE, FOR ANY REASON, FOR THE EFFECTS OF SUCH MODIFICATIONS ON THE SOFTWARE'S FUNCTIONALITIES OR THE LICENSEE'S INTENDED USES.

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 YOU 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 RIGHTS

11.1. The Licensor reserves the right to audit the Licensee's use of the Software to ensure compliance with the terms of this EULA. The Licensee agrees to provide reasonable assistance and access to information during such audits.

11.2. If an audit reveals that the Licensee has breached any terms of this EULA, the Licensee shall promptly remedy the breach and compensate BEADMIDE for the incurred audit costs with the audit as well as any unpaid amounts owed for the unauthorized use of the Software.

12. NOTICES

12.1. **METHOD OF COMMUNICATION**: All notices, requests, or other communications under this Agreement must be in writing and sent via email.

12.2. **CONTACT INFORMATION**:
- For Licensor: notices should be sent to eula@mradsim.com
- For Licensee: Notices will be sent to the email address registered with the account used to access the Software.

12.3. **EFFECTIVE DATE OF NOTICES**: Notices shall be deemed Effectively given on the date transmitted if sent during normal business hours of the recipient; otherwise, on the next business day after the date of the email transmission.

12.4. **UPDATES TO CONTACT INFORMATION.** Either Party may change their contact information by providing notice in accordance with this section. It is the responsibility of the Licensee to keep their contact information current within their software account settings.

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 You 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 You 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 the Licensee's access to and/or use of the Software.

17. SEVERABILITY

If for any reason 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 so as to affect the intent of the Parties, and the remainder of this EULA or of the provision will continue in full force and effect, except to the extent such invalid provision or part thereof relates to essential aspects of the EULA. The Parties agree that such provision or part thereof shall be substituted by a provision with an equivalent legal and economic effect.

18. WAIVERS OF RIGHTS

No waiver will be implied from conduct or failure to enforce or exercise rights under this EULA.

19. 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.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1. 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.

20.2. 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.