



## F I R M W A R E L I C E N S E

This contract is entered into between TESEO Spa, headquartered in Fermo (FM), ITALY, hereinafter referred to as "TESEO," and the company, hereinafter referred to as the "CUSTOMER," which has purchased a product incorporating **firmware or basic operating software** developed by TESEO called TCTC, MXMC, MHC, WIZ, UCIO, AMCAN, hereinafter referred to as the "SOFTWARE."

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TESEO and its licensors are not obligated to provide updates, bug fixes, or error corrections. TESEO and its licensors may, at their sole discretion, make updates to the SOFTWARE available. SOFTWARE updates may be compatible only with certain models of TESEO products, and the CUSTOMER agrees to use the SOFTWARE update exclusively with compatible TESEO product models.

### 4 - Warranty Disclaimer

The SOFTWARE is provided "as is", with all faults. TESEO and its licensors make no warranties or representations that the operation of the SOFTWARE (including any updates) will be uninterrupted or error-free, that any defects in any SOFTWARE will be corrected, or that the SOFTWARE will meet the requirements of the CUSTOMER or operate in combination with any third-party hardware or software applications. TESEO disclaims all warranties, express or implied, including warranties of merchantability, non-infringement, and fitness for a particular purpose. No oral or written information or advice provided by TESEO or any employees or representatives of its licensors shall constitute a warranty.

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To the maximum extent permitted by law, neither TESEO nor its licensors shall be liable for any special, incidental, punitive, or consequential damages, or for loss of profits, loss of use, loss of data or goodwill, or the cost of procuring substitute products, arising out of or in connection with this contract or the use or performance of the SOFTWARE, whether such liability arises from any claim based upon breach of contract, breach of warranty, tort (including negligence), product liability, or any other legal theory or form of action. The CUSTOMER acknowledges that these limitations are reasonable and further agrees that these limitations shall apply regardless of any failure of the essential purpose of any remedy.

#### For acknowledgement

Date

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Company name

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Name and Surname

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Job title

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Sign

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