

TERMS AND CONDITIONS

Whereas

- Adalte LLC, registered at 2320 Ponce De Leon Blvd., Coral Gables, 33134, Miami, Florida, USA, (hereinafter, shortly, “Developer”) is the Software house which is owner of the software named “Adalte Travel Platform” (shortly “Software”), and is entitled to distribute the Software License (shortly “License”) better described in this agreement.
- Adalte srl, legal entity with headoffice in Viale Brigata Bisagno, 14/1 in Genoa, Italy and fiscal code IVA 02129330995 (hereinafter, shortly, “Developer”) is owner and the sole and exclusive distributor of Licenses to companies legally registered inside the EU and entities using the Software through the Amazon Web Service Marketplace, (shortly “AWS Marketplace”).
- The Licensee is the entity requesting Developer to be licensed with a Software License in accordance with the following terms and conditions;
- The Licensee accepts the following General Conditions entering in a Agreement with Developer;

it is hereby agreed as follows:

1. LICENSE

Developer grants only to the Licensee the non-exclusive, non-transferable right to use the Software in accordance with the License purchased.

2. ACTIVATION

The license shall be activated on Developer servers in the next 3 days following the signature of the agreement once payment is performed as agreed below.

3. DURATION, SUSPENSION AND TERMINATION

This agreement will continue, renewed on a month-to-month or year-to-year basis, as defined in the commercial proposal, until terminated in writing by the Licensee. Termination will have no effects upon the rights and obligations of the Licensee occurring until the end of the month / year of termination.

This License can be suspended without notice by Developer if Licensee violates or otherwise does not observe any of the terms, conditions or provisions of this Agreement, including if Licensee is overdue on the payment of any amount due under the Agreement.

Moreover this license will be terminated after a 45-days suspension period, if not differently agreed by both parts.

4. DEVELOPER'S OBLIGATIONS

Developer undertakes vis-à-vis the Licensee as follows:

- 4.1 To activate the requested services as indicated in the present agreement.
- 4.2 To ask for the activation of XML codes for the platform to third suppliers within the date of delivery of the services.
- 4.3 To guarantee the best functioning of the Software, its update and maintenance on line on a 24 hour basis, excluding the periods of the necessary ordinary and extraordinary maintenance. Blockages of the system longer than two hours shall be communicated to the Licensee with at least 24 hour advance notice.
- 4.4 To guarantee the best protection against any kind of fraudulent attack to its servers.
- 4.5 Not to divulge or use in any way the information added into the Licensee's database by any user such as administrators, staff, suppliers or end-users.
- 4.6 To opportunely solve any inconvenience, bug or interruption of the services.
- 4.7 To guarantee and to be guaranteed by possible third suppliers that all the data are treated in compliance with the laws governing the protection of privacy.
- 4.8 To update the License with any new, corrected or enhanced version of the Software. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software.
- 4.9 To inform Licensee about any Software update modifying the previous way to use the Software.

5. LICENSEE'S OBLIGATIONS AND RULES TO USE THE LICENSE

Licensee undertakes vis-à-vis the Developer as follows:

- 5.1 To use the License and the Software included only for lawful purposes and in compliance with national and international laws and the regulations of this Agreement.
- 5.2 Not to modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone, if not previously agreed with Developer.
- 5.3 To organize the data inserted into the database and eventually shared with other users in compliance with the existing organization and is also invited to immediately inform Developer about abuses or wrong information.
- 5.4 To acknowledge that the Software, the handbooks and all the pertaining documentation are protected by copyright in favour of Developer and will be then responsible for all the violations of such rights.
- 5.5 To communicate, and timely update if necessary, the modality to access remote servers or any services owned or used by Licensee and connected with the License such as the smtp server necessary for each website enabled with the License.
- 5.6 To allow Developer to indicate in all websites included in the License the sentence "Licensed by Adalte" with link to the home page of Developer's website or any other website promoting services provided by Developer.
- 5.7 Not to public deceptive indications regarding the copyrights or the graphic of

the Software which may lead third parties to be believed that Licensee is the copyright owner or the graphic author.

5.8 Not to communicate to anyone confidential information included in the License, such as the Software structure.

5.9 To have all the requirements imposed by law if using the Licence for operating e-commerce.

5.10 To acknowledge that all the information inserted through chat, conference room and other tools for discussion included in the Licensee cannot be previously checked or approved by Developer.

5.11 To acknowledge that Developer reserves the right to remove without notice any contents or to close any website, included in the License, if requested by the judicial or police Authorities.

5.12 To acknowledge that Developer reserves the right to modify the functionalities of the Software or remove Services included in the License, whenever those functionalities and services are used by less than 5% (five percent) of the total Licensees or represent an additional cost on top of the basic License price.

5.13 To use the services at his own risk.

5.14 Not to use the License:

- a. to send spam
- b. to libel, to trouble, to threaten third parties or to violate their rights such as the right to privacy, honour and personal decorum;
- c. to publish, to distribute or diffuse any material of libelling, obscene or in any case unlawful nature;
- d. to upload files, programs or any other material protected by rights owned by third parties, unless authorized to use by the legitimate owner;
- e. to upload programs and/or files damaged or infected by virus or which, in any case, could modify or disturb the normal Developer server operation.

5.15 To comply with the conditions and terms, such as the cancellation penalties and how to display the product, imposed by third party suppliers of tourist product eventually connected with the License.

6. EXEMPTION FROM GUARANTEES AND LIABILITY LIMITATIONS

6.1 The software and the service are provided on an "as is" and "as available" basis without warranty of any kind.

6.2 To the maximum extent permitted by applicable law, Adalte expressly disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to the implied warranties of merchantability, title, fitness for a particular purpose, the usability, condition or operation of the software or service, compatibility, security, accuracy, and non-infringement.

6.3 The data published with the License are owned by the Licensee which is fully liable regarding their content and hereby exempts Developer from any liability and duty to verify and/or control such data.

6.4 Developer shall not be responsible vis-à-vis any third party or Police Authority in case the Licensee carries on any kind of illegal or not convenient activities, such as selling products without having the necessary authorizations or publish data protected by copyright.

6.5 Developer shall not be responsible for malfunctioning, interruption of services or possible damages deriving from hardware or software problems, such as servers, routers, telephone and data lines, internet browsers belonging to Developer, to the Licensee, to any user operating with the License or to entities providing services to one of the previous.

6.6 Developer shall not be responsible for malfunctioning, errors, money losses or other possible damages deriving from connections with hardware or software belonging to third entities, if these entities has to provide a proper solution to avoid those problems.

6.7 Developer shall not be responsible for malfunctioning, interruption of services, loss of data, accidental diffusion of personal or sensitive data and for any other damage due to fraudulent attacks such as data processing pirates, thieves, hackers, crackers, viruses and so on.

6.8 Developer is not responsible for the malfunctioning, the interruption of services or possible damages due to force majeure, such as accidents, fires, explosions, strikes, lock out, earthquakes, disasters, floods, riots and any other events difficult or impossible to be predicted which would prevent to fulfil the contractual obligations.

6.9 Developer is not responsible for the malfunctioning or the interruption of services caused by updates or modifications performed on third party applications needed for the correct use of the services, if communicated with less than 75-day notice.

6.10 Developer shall not be responsible vis-à-vis third parties, for any kind of legal proceeds, indirect, specific, incidental, punitive, consequential damages such as corruption of data, loss of data, loss of profits, interruption of the activity, caused by the use or by the impossibility to use the services by the Licensee or any user operating with the License.

6.11 Developer does not warrant that the use of the services will surely generate profits and/or the Software is fit for a specific purpose and/or the results obtained from use of the software or service will be accurate or reliable.

6.12 Developer is not responsible if some information of the database shared and supplied by other users are not precise or false.

6.13 Developer is not responsible if some data provided with the software, such as geographical names, hotel or location mapping, common content translations or texts provided as an example (as for example, cookie policy), are missing information or are incorrect, although Developer is asked to correct those data in a reasonable time when informed by Licensee.

6.14 If the Licensee or a third party in his behalf modifies the License content, such as code, css, directories, files, configuration of the servers or dns,

Developer is not responsible for the malfunctioning or the interruption of services and Licensee shall be asked to paid any required or necessary operation in accordance with the Developer's price list valid in that period.

6.15 Developer total liability deriving from the present agreement is limited to the timely solution of any malfunctioning of the Software attributable to Developer.

6.16 The whole risk of the use and of the performances of the Software is borne by the Licensee who shall respect all the provisions of the applicable laws and of this agreement.

7. PRICES

7.1 The prices agreed for the activation and maintenance of the services included in the License are indicated in Developer official website and/or have been agreed by Licensee through the Order Form.

7.2 Developer reserves the right to change its fees for services by giving notice to Customer at least ninety (90) days prior to charge the new fees.

7.3 Developer is not allowed to increase fees for services included in the License, at the signature of this agreement, for 24 months starting from the date of signature.

8. PAYMENTS

8.1 Payment will be based on the receipt of a proper invoice and satisfactory agreement performance.

8.2 An invoice is consider paid when the full amount has been paid.

8.3 Any set up fee is invoiced immediately after Licensee has accepted the present agreement

8.4 Any monthly fee is billed in advance, the first day of the month included in the invoice, unless otherwise agreed between the parties.

8.5 Any yearly fee is invoiced the first month of every solar year in advance.

8.6 Every invoice is due on receipt, unless otherwise agreed between the parties and indicated inside the invoice. If a currency exchange rate must be applied is always the official exchange rate of the day of invoicing.

8.7 The License will be automatically suspended in case of 15 days overdue payment of any amount due under the Agreement.

8.8 Developer may charge interest, at the maximum non-usurious rate under applicable law, on overdue amounts. Interest will be calculated for every overdue day and charged on week basis, starting 15 days after due date.

8.9 The acceptance and the procedure of a Licensee claim will not suspend the payments due by the latter.

8.10 Any amount due and not charged for any reason to the Licensee can be billed in any moment after the agreed invoicing date by the Developer

9. LICENSE CHANGES AND PAYMENT REFUNDS

Developer applies a no-changes and no-refund policy. All services included in

the licence cannot be changed and all payments cannot be refunded after payment has been performed.

10. COPYRIGHT AND OWNERSHIP

Developer shall retain all intellectual property and other property rights in and to its Software, trademarks and service marks, copyrights, and other rights associated with the License and services provided.

Licensee is the owner of all information created by any user operating under its License.

11. CONFIDENTIALITY

Each party acknowledges that before and during the performance of this Agreement, it may obtain confidential information of the other party, such as Software scheme or Company activities. Neither party shall disclose any confidential information to any third party, other than its technical or financial or legal advisors, or make any announcements regarding the nature of the relationship between the parties without the prior approval of the other party, except that a party may disclose the terms of this Agreement where required by law. The party required by law to make disclosure of the terms of this Agreement will promptly notify the other party and permit the other party to review and participate in the application process seeking confidential treatment.

12. EXCLUSIVITY

Developer does not grant to the Licensee any exclusivity on the territory or on the product.

13. INFORMATION ON THE TREATMENT OF LICENSEE AND END-USERS DATA

Personal, Company and Customer data obtained during the communications between the parties and the performance of this Agreement can be communicated to third parties only for the execution of the agreement but not assigned, sold or exchanged for any other use..

14. AGREEMENT MODIFICATION

Developer has the right to change any article of this Agreement anytime and is required to inform Licensee about the modification via e-mail to the address indicated in Communications paragraph. Any change will be valid 30 days after the first communication.

15. APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with the law of the United States of America and of the State of Florida, without regards to its conflict of laws rules. The courts of the State of Florida, County of Miami-Dade, shall have exclusive jurisdiction and venue over any dispute, proceeding or action arising out of or in connection with this License Agreement or Licensee's use of the Software.

16. SEVERABILITY

If a court of competent jurisdiction or both parties finds any provision of this License Agreement, or portion thereof, to be unenforceable for any reason, that provision of the Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and all other provisions shall continue in full force and effect.

17. COMMUNICATIONS

All the communications regarding the present agreement shall be sent to the main email address set inside the profile of the Licensee account and to the email address available only for registered users inside this website.